



Request for Proposals #274-HCD-FY27-6

Title: **FY 2027-2028 Community Enhancement Grant**

Issue Date: **Monday, October 5, 2026**

Due Date: **Monday, November 23, 2026, not later than 3:00 pm EST**

LATE PROPOSALS WILL NOT BE ACCEPTED

Issuing Department: **Housing & Community Development**

Direct all inquiries concerning this RFP to:

Jacqueline Jordan, Sr. Community Development Planner/Analyst

Email: Jacqueline.jordan@raleighnc.gov or ComplianceandPlanningUnit@raleighnc.gov

Table of Contents

Section	Page
Introduction	2
1.1 Purpose	2
1.2 Background	2
1.3 RFP Timeline	4
1.4 Pre-Proposal Conference	4
1.5 Proposal Questions	5
1.6 Proposal Submission Requirements & Contact Information	5
1.7 MWBE Participation Form	6
1.8 Rights to Submitted Material	6
1.9 Communications	6
1.10 Lobbying	7
1.11 Conflict of Interest	7
1.12 Proposer Expenses	8
1.13 Proposer Acceptance	8
Proposals	8
2.1 Request for Proposals Required Document Format	8
2.2 RFP Documents	9
Proposal Evaluation	9
3.1 Proposal Evaluation Criteria	9
3.2 Threshold Requirements	12
3.3 Final Selection	14
3.4 Notice to Proposers Regarding RFP Terms & Conditions	14
3.5 Contract Term	14
3.6 Federal Funding Requirements	14
Scope of Services	14
4.1 Contractor Responsibilities	14
4.2 Eligible Uses of Funds	15
4.3 Ineligible Use of Funds	16
4.4 Priority Population	16
4.5 Funding Availability and Limits	17
4.6 Documentation Requirements	17
Appendices	
Appendix I CEG Application Questions	19
Appendix II Threshold Information	32
Appendix III Scorecard Information	36
Appendix IV Income Verification	42
Appendix V MWBE Participation Form	47
Appendix VI Contract Standard Terms & Conditions	50
Appendix VII Federal Provisions and Requirements	58
Appendix VIII Exceptions to RFP	66

INTRODUCTION

1.1 Purpose

The City of Raleigh announces the availability of Community Enhancement Grant (CEG) funds for Fiscal Year 2027–2028. The CEG Program is a CDBG-funded public service program that supports eligible activities benefiting low- and moderate-income Raleigh residents.

The program prioritizes activities that promote housing stability, homelessness prevention and reduction, supportive services, economic stability, and access to services.

Applicants proposing services that address homelessness, housing instability, or related supportive-service needs must describe how the proposed program will coordinate with and support the **Wake County CoC’s Coordinated Entry process**, as applicable to the services provided. This may include referrals, participation in **Coordinated Entry**, coordination with other providers, or other established processes for connecting individuals and households to appropriate services.

Applications will be competitively evaluated based on documented need, strategic alignment, program design, access, expected outcomes, and budget, as described in Section 3.1 and Appendix III.

All proposed activities must meet applicable CDBG eligibility requirements and satisfy at least one HUD National Objective. CDBG eligibility, National Objective compliance, and other threshold requirements are reviewed administratively and are not scored as part of the competitive evaluation process.

Detailed information regarding eligibility requirements, threshold requirements, application procedures, funding priorities, and evaluation criteria is provided throughout this RFP.

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/>.

Contact Name	Email Address
Jacqueline Jordan Community Development Grant Administrator	Jacqueline.jordan@raleighnc.gov or ComplianceandPlanningUnit@raleighnc.gov

Questions submitted via telephone will not be answered.

1.2 Background

The City of Raleigh continues to experience population growth and changing community needs. While Raleigh benefits from a strong economy, educational institutions, healthcare systems, and

employment opportunities, many residents continue to experience barriers to housing stability, economic security, and access to essential services.

The Community Enhancement Grant (CEG) Program is funded through the federal Community Development Block Grant (CDBG) Program administered by the U.S. Department of Housing and Urban Development (HUD). CDBG funds support eligible activities that primarily benefit low- and moderate-income persons and must meet at least one HUD National Objective.

CEG-funded activities that serve individuals or households experiencing or at risk of homelessness must describe how the proposed program will coordinate, as applicable to the services provided, with the **Wake County CoC's established Coordinated Entry** process and other community systems intended to connect residents to appropriate housing and supportive services. Coordination may include referrals, participation in Coordinated Entry, coordination with other providers, or other established processes for connecting individuals and households to appropriate services.

CEG supports eligible public service activities that advance priorities identified in **the City of Raleigh 2026–2030 Consolidated Plan, A Home for Every Neighbor, Wake County Continuum of Care (CoC) priorities**, and other applicable community planning efforts. These priorities recognize the connections among housing stability, homelessness prevention, economic stability, access to services, and overall community well-being.

For Fiscal Year 2027–2028, the City seeks to invest in programs that address documented Raleigh-specific needs and provide measurable benefits to low- and moderate-income residents. Eligible public services may include activities that:

- Promote housing stability and prevent or reduce homelessness;
- Provide supportive services and improve access to essential resources;
- Promote economic stability, workforce participation, and self-sufficiency;
- Reduce barriers to accessing services and opportunities;
- Support vulnerable and underserved populations; and
- Improve community outcomes and quality of life.

CEG is a public services funding program and is not a housing production, property acquisition, or capital improvement program. Proposed activities must meet applicable CDBG eligibility requirements and align with the priorities and evaluation criteria established in this RFP.

Applicants should demonstrate how the proposed project addresses a documented community need, serves eligible Raleigh residents, aligns with applicable City and community priorities, and produces measurable outcomes. Proposals will be evaluated using the criteria identified in Section 3 and Appendix III.

The City of Raleigh's 2026–2030 Consolidated Plan is available at:

<https://raleighnc.gov/ConsolidatedPlan>

1.3 Request for Proposal (RFP) Timeline

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

RFP Process	Date and Time
RFP Advertisement Date	Monday, October 5, 2026
Pre-Proposal Conference (interested applicants are required to attend one session only)	Tuesday October 13, 2026 (10am-12pm EST) OR Tuesday October 20, 2026 (10am-12pm EST)
Deadline for Written Questions	Tuesday, November 3, 2026
City Response to Questions	Tuesday, November 10, 2026
Proposal Due Date and Time	Monday, November 23, 2026, at 3:00pm EST
Selection Announced (tentative)	April 2027

1.4 Pre-Proposal Conference

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

Mandatory Virtual Pre-Proposal Information Sessions

Tuesday, October 13, 2026: 10:00am – 12:00 pm EST

Tuesday, October 20, 2026: 10:00am – 12:00pm EST

Details on the Mandatory Virtual Preproposal Information Session will be posted on the City's website [Community Enhancement Grant \(CEG\) | Raleighnc.gov](https://raleighnc.gov) by October 5, 2026, or can be obtained by emailing Jacqueline Jordan at jacqueline.jordan@raleighnc.gov or ComplianceandPlanningUnit@raleighnc.gov

1.5 Proposal Questions

Requests for clarification and questions to this RFP must be received by the City not later than the date shown above in the RFP Timeline (Section 1.3) for the submittal of written inquiries. The firm's failure to request clarification and submit questions by the date in the RFP Timeline above shall be considered to constitute the firm's acceptance of all City's terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this RFP, if any, and shall be posted to North Carolina electronic Vendor Portal (eVP). No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained in an Addendum to this RFP.

It is important that all Respondents submitting to this RFP periodically check the North Carolina electronic Vendor Portal (eVP) for any Addenda. It is the Respondents' responsibility to ensure that all addenda have been reviewed and, if required signed and returned.

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

Contact Name	Email Address
Jacqueline Jordan Community Development Grant Administrator	Jacqueline.jordan@raleighnc.gov or ComplianceandPlanningUnit@raleighnc.gov

Questions submitted via telephone will not be answered.

1.6 Proposal Submission Requirements and Contact Information

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

Contact-Jacqueline.Jordan@raleighnc.gov

or

ComplianceandPlanningUnit@raleighnc.gov

to receive details on how to register and access the online system.

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

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

interest.

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

Prior to submission, applicants are encouraged to review the *Pre-application Assessment and FAQ Tool*. This tool was created to provide applicants a better understanding of requirements associated with the Community Enhancement Grant. The tool can be found here: [Community Enhancement Grant \(CEG\) | Raleighnc.gov](https://www.raleighnc.gov/ceg)

1.7 MWBE Participation Form

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

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

1.8 Right to Submitted Material

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

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

1.9 Communications

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

1.10 Lobbying

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

1.11 Conflicts of Interest

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

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

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

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

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

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

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

1.12 Proposer Expenses

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

1.13 Proposer Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise on Appendix VIII Exceptions to RFP and submitted with proposal. Furthermore, the City of Raleigh is not bound to accept a proposal on the basis of lowest price, and further, the City of Raleigh has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities and reserves the right to re-advertise this RFP with either the identical or revised scope and specifications if it is deemed to be in the best interests of the City of Raleigh to do so. The City of Raleigh reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers

if it is deemed in the best interest of the City of Raleigh to do so. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City of Raleigh.

2-PROPOSALS

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

2.1 Request for Proposals Required Document Format

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

Contact: (Jacqueline.jordan@raleighnc.gov) or ComplianceandPlanningUnit@raleighnc.gov to receive details on how to register and access the online system.

All applications are due via the City of Raleigh's Neighborly Software Participant Portal by **3:00 pm EST on Monday, November 23, 2026**.

2.2 RFP Documents

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

3-PROPOSAL EVALUATION

3.1 Proposal Evaluation Criteria

The Community Enhancement Grant (CEG) Program is a competitive grant funding process and is not a bid solicitation. Applications will not be publicly opened. Eligible applications that successfully meet all Threshold Requirements identified in Section 3.2 will advance to the competitive review process.

Applications will be evaluated by a review committee using the criteria and scoring methodology outlined below and detailed in Appendix III – CEG Proposal Evaluation Scorecard.

The City of Raleigh reserves the right to request clarification of application materials, verify information provided by applicants, and consider information necessary to determine an applicant's ability to successfully administer public funds and carry out the proposed project.

CDBG eligibility, National Objective compliance, required documentation, and other Threshold Requirements are reviewed administratively and are not assigned competitive scoring points.

FY 2027–2028 Community Enhancement Grant (CEG)

Applications will be evaluated based on the applicant's demonstrated organizational capacity, documented community need, alignment with adopted community priorities, quality of program design, ability to achieve measurable outcomes, and responsible stewardship of public funds.

Evaluation Criteria	Maximum Points
Organization & Capacity	15
Community Need & Strategic Alignment	30
Program Design & Access	25
Outcomes & Data	20
Budget & Stewardship	10
Total Available Points	100

1. Organization & Capacity (15 Points)

The City will evaluate the applicant's ability to successfully implement the proposed project and administer grant funding.

- Relevant experience delivering proposed services;
- Experience serving Raleigh residents and eligible populations;
- Staffing structure, qualifications, and organizational readiness;
- Governance, leadership, and oversight practices;
- Financial management systems and internal controls;
- Experience administering reimbursement-based funding; and
- Partnerships and collaborations that support project implementation.

2. Community Need & Strategic Alignment (30 Points)

Coordination and Community Systems:

Applicants should describe how the proposed program aligns with relevant community systems, service networks, or community priorities applicable to the proposed activity. For programs serving individuals or households experiencing or at risk of homelessness, this may include alignment with Wake County Continuum of Care priorities and homelessness response strategies, as applicable. Applicants serving other populations may demonstrate alignment with other relevant community systems or service networks and remain eligible for the full five points assigned to this subcriterion. Operational coordination, referral procedures, equitable access, participant engagement, and Coordinated Entry practices, when applicable, are evaluated under Criterion 3.2 and should not be scored twice.

The City will evaluate the documented Raleigh-specific need addressed by the proposed project and the applicant's general alignment with applicable City and community priorities.

Consideration may include:

- Raleigh-specific community need and current, credible supporting data – **10 points**;
- Service gaps, barriers, and characteristics of the proposed population – **8 points**;
- Alignment with the **City's 2026–2030 Consolidated Plan, A Home for Every Neighbor**, and other applicable adopted priorities – **7 points**; and
- General alignment with **Wake County Continuum of Care (CoC)** priorities and homelessness response strategies, where applicable – **5 points**.

Reviewers should score general CoC alignment under Criterion 2.2. The requirement to describe coordination with the **Wake County CoC's Coordinated Entry process** is an application requirement for applicable programs; the quality and effectiveness of the proposed coordination approach are evaluated under Criterion 3.2. Operational referral procedures, Coordinated Entry processes, responsible staff, and implementation details are scored separately under Criterion 3.2 and should not receive points twice.

3. Program Design & Access (25 Points)

3.1 Program Design & Access (15 Points)

The City will evaluate the quality, feasibility, accessibility, and completeness of the proposed service delivery model.

Consideration may include:

- Clarity and feasibility of proposed activities and service delivery – **8 points**;
- Accessibility, outreach, engagement, and reduction of participation barriers – **4 points**; and
- Clear connection between CEG-funded activities, the service model, and the proposed results – **3 points**.

Criterion 3.2 – Coordination, Equitable Access, and Participant Engagement (10 Points)

For activities or populations subject to **Coordinated Entry**, the City will evaluate the quality of the applicant's operational coordination plan with the **Wake County CoC's Coordinated Entry process**.

Applicants whose activities or populations are not subject to **Coordinated Entry** may explain why **Coordinated Entry** does not apply; reviewers should evaluate the explanation rather than require participation where it is not applicable.

4. Outcomes & Data (20 Points)

The City will evaluate the extent to which the proposal demonstrates measurable outcomes and the ability to track, report, and evaluate program performance.

- Clearly defined goals, outputs, and outcomes;
 - Realistic and measurable performance targets;
 - Data collection and reporting methods;
 - Ability to evaluate program effectiveness;
 - Use of data for continuous improvement; and
 - Anticipated impact on low- and moderate-income Raleigh residents.
-

5. Budget & Stewardship (10 Points)

The City will evaluate the reasonableness of the proposed budget and the applicant's ability to responsibly manage public resources.

- Budget clarity and completeness;
- Cost reasonableness and cost effectiveness;
- Relationship between requested funding and proposed activities;
- Leveraging of other funding sources and resources;
- Financial feasibility of the project; and
- Demonstrated stewardship of public funds.

Reviewers will assign scores based solely on information submitted in the application and supporting documentation. Funding recommendations will be developed based on the competitive scores and resulting ranking of eligible applications, with the highest-scoring applications generally prioritized for funding. Final funding recommendations remain subject to funding availability, administrative eligibility review, successful contract negotiations, and approval by the Raleigh City Council.

Detailed scoring criteria and reviewer instructions are provided in Appendix III – CEG Proposal Evaluation Scorecard.

3.2 Threshold Requirements

Threshold Requirements establish the minimum eligibility standards that must be satisfied before an application advances to the competitive review process. Threshold Requirements are reviewed administratively on a pass/fail basis and are not assigned competitive scoring points.

Applications that fail to satisfy one or more Threshold Requirements may be deemed ineligible and removed from further consideration.

A. Applicant Eligibility

The applicant must:

- ☐ Be a nonprofit organization with current 501(c)(3) status, a governmental entity, or another organization eligible to receive CDBG public service funding.
- ☐ Be authorized to conduct business in the State of North Carolina.
- ☐ Be in good standing with applicable federal, state, and local requirements.
- ☐ Maintain an active Unique Entity Identifier (UEI).
- ☐ Maintain any federal registrations required to receive federal funding.
- ☐ Not be suspended, debarred, or otherwise ineligible to receive federal funds.

B. Project Eligibility

The proposed project must:

- ☐ Qualify as an eligible Community Development Block Grant (CDBG) Public Service activity.
- ☐ Primarily benefit low- and moderate-income persons in accordance with HUD requirements.
- ☐ Serve residents of the City of Raleigh.
- ☐ Address a community need identified in the City of Raleigh's 2026–2030 Consolidated Plan or other adopted community planning priorities.
- ☐ Be capable of implementation during the contract period.

C. National Objective Compliance

The applicant must demonstrate that the proposed activity will meet at least one HUD National Objective.

Applicable National Objectives may include:

- ☐ Low/Moderate Income Limited Clientele (LMC)
- ☐ Low/Moderate Income Area Benefit (LMA)
- ☐ Other HUD-eligible National Objective, as approved by the City

The applicant must be able to document beneficiary eligibility and maintain supporting records in accordance with HUD and City requirements.

D. Financial and Administrative Eligibility

The applicant must:

- ☐ Maintain financial management systems capable of tracking grant revenues and expenditures.
- ☐ Be able to administer a reimbursement-based grant agreement.
- ☐ Maintain records necessary to support expenditures, participant eligibility, and program performance.
- ☐ Have no unresolved audit findings, monitoring findings, compliance issues, or other conditions that would prevent contract execution or successful grant administration.

E. Required Documentation

The applicant must submit all required application materials and attachments by the published deadline.

Required documentation may include:

- ☐ IRS Determination Letter (if applicable)
- ☐ Current Board of Directors Roster
- ☐ Most Recent Audit, Financial Review, or Financial Statements
- ☐ Organizational Operating Budget
- ☐ Project Budget
- ☐ Conflict of Interest Disclosure
- ☐ Required Certifications and Assurances
- ☐ Any additional documentation identified in this RFP

Incomplete applications may be determined ineligible.

F. Program Compliance Requirements

Applicants selected for funding must agree to:

- ☐ Comply with all applicable federal, state, and local laws, regulations, and requirements.
- ☐ Document participant eligibility and National Objective compliance.
- ☐ Maintain financial, programmatic, and participant records.
- ☐ Submit required reports, reimbursement requests, and supporting documentation.
- ☐ Participate in monitoring, evaluation, and compliance activities conducted by the City.
- ☐ Maintain records in accordance with HUD requirements and the executed grant agreement.

Administrative Review Notice

Threshold Requirements are reviewed separately from the competitive evaluation criteria described in Section 3.1 and Appendix III. Meeting all Threshold Requirements does not guarantee funding. Only applications determined eligible through the administrative review process will advance to competitive scoring.

3.3 Final Selection

Proposals will be evaluated and ranked using the criteria and weighted values established in Section 3.1 and Appendix III. Funding recommendations will generally prioritize the highest-scoring eligible applications, subject to available funding.

In the event of a tie, the City may apply the published evaluation criteria and scoring methodology to determine the ranking of tied proposals. If available funding is insufficient to fund all otherwise eligible, highly ranked proposals, funding recommendations will be based on the established ranking and available funding.

Applications may be excluded from final funding recommendations if an administrative

eligibility review determines whether the applicant or proposed project does not meet applicable eligibility requirements. Final funding recommendations are subject to successful contract negotiations and approval by the Raleigh City Council.

Following the City Council's decision, proposers will be notified of their standing. The City shall not be bound or obligated until a contract is executed by both parties. The City reserves the right to delay an award or not award a contract.

3.4 Notice to Proposers Regarding RFP Terms and Conditions

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

3.5 Contract Term

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

3.6 Federal Funding Requirements

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

4-SCOPE OF SERVICES AND FUNDING GUIDELINES

4.1 Contractor Responsibilities

The awarded contractor shall provide services as set forth in this RFP and as more specifically described in the executed agreement. Funded organizations are responsible for performing the approved services, documenting CDBG eligibility, tracking Raleigh participants and required outcomes, maintaining supporting program and financial records, and complying with all applicable requirements and terms of the executed agreement.

For applicable homelessness-related services or activities serving populations subject to Coordinated Entry, the Contractor shall coordinate referrals and service delivery with the Wake County CoC's Coordinated Entry process and applicable community referral systems in accordance with the approved project design, Scope of Work, and applicable CoC procedures.

Where Coordinated Entry does not apply to the funded activity or population, the organization shall maintain documentation supporting that determination.

Additional contractor responsibilities and documentation requirements are established in the executed agreement and applicable CDBG program requirements.

4.2 Eligible Uses of Funds

The Community Enhancement Grant (CEG) Program supports the City of Raleigh's broader commitment to housing stability and supportive services for low- and moderate-income residents, consistent with the City's 2026–2030 Consolidated Plan and Affordable Housing Plan, A Home for Every Neighbor.

CEG supports eligible public services that benefit low- and moderate-income Raleigh residents, including activities that promote housing stability, improve access to supportive services and resources, strengthen economic opportunity, and reduce the risk of housing instability or homelessness.

Eligible activities must serve individuals or households who meet the program's income eligibility requirements. For CEG-funded activities, at least 51% of participants must be from households earning at or below 80% of Area Median Income (AMI).

Applicants must be prepared to collect, document, and maintain participant eligibility information in accordance with City and applicable federal requirements.

See Appendix IV: Income Verification for applicable income verification requirements.

Eligible activities may include, but are not limited to:

- Assistance for households experiencing or exiting homelessness
- Reintegration services for individuals returning from incarceration
- Job training and workforce development
- Youth tutoring and gang prevention initiatives
- Substance abuse prevention and treatment
- Individual or family counseling services
- Childcare assistance
- Programs serving older adults
- Other eligible public services that address documented needs of low- and moderate-income residents

Eligible costs must be directly related to the delivery of the approved public service activity and supported by appropriate documentation.

Ineligible Equipment:

The purchase of small electronics, including but not limited to computers, tablets, cellular phones, and related accessories, is not an eligible expense under the Community Enhancement Grant Program.

4.3 Ineligible Uses of Funds

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

General administrative or agency operating expenses that are not directly related to the approved program

Housing construction, rehabilitation, or development

Services provided to individuals with household incomes exceeding 80% of AMI

Costs that are not directly related to the approved public service activity

Purchase of small electronics, including computers, tablets, cellular phones, and related accessories

The City reserves the right to determine whether a proposed cost is eligible based on applicable federal requirements, City policies, the executed agreement, and the approved project budget.

4.4 Priority Populations

The City encourages proposals that address the needs of one or more of the following populations:

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

Serving one or more of these populations does not, by itself, result in additional points or priority consideration. Applicants must demonstrate the Raleigh-specific need for the proposed services, identify barriers experienced by the population to be served, describe how the proposed program will address those barriers, and identify expected outcomes.

Serving a listed priority population does not automatically result in additional points. Applicants must demonstrate the Raleigh-specific need, barriers, proposed response, and expected outcomes.

Then, if applicable, the applicant can explain how its service population connects with the Wake County CoC/Coordinated Entry system.

New projects that address demonstrated gaps in services for low- and moderate-income

Raleigh residents may also be considered under the Strategic Alignment criterion. Applicants must provide supporting information demonstrating the identified service gap and explain how the proposed project responds to that gap. All proposals remain subject to the eligibility, documentation, and other threshold requirements established in this RFP.

4.5 Funding Availability and Limits

Approximately \$200,000 is available for the Community Enhancement Grant Program.

- Minimum Request: \$20,000
- Maximum Request: \$50,000

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

In accordance with City of Raleigh policy, applications requesting more than \$25,000 must include audited financial statements as part of the application package. Failure to provide the required audited financial statements may result in the application being deemed incomplete and ineligible for further review.

4.6 Documentation Requirements

Applicants must demonstrate the organizational and programmatic capacity to comply with applicable federal, City, and program-specific documentation requirements. Applicants are strongly encouraged to submit a formal, written Policies & Procedures Manual specific to the proposed program. The manual should demonstrate how the applicant will administer, document, and monitor the proposed activity.

Program-specific policies and procedures should address, as applicable:

- Participant eligibility and income verification
- Participant intake and documentation
- Service delivery and case management
- Attendance or service records
- Staff time and effort documentation
- Program expenditures and supporting documentation
- Financial controls and approvals
- Record retention
- Confidentiality and protection of participant information
- Monitoring and corrective action procedures

APPENDIX I
CITY OF RALEIGH
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COMMUNITY ENHANCEMENT GRANT (CEG)
FY 2027–2028 APPLICATION QUESTIONS

All applications must be submitted through the City of Raleigh's Neighborly Software system.

Applicants must complete all applicable questions and provide the information and documentation requested in this Appendix. Responses must be specific to the proposed project and demonstrate how the proposed activities will benefit low- and moderate-income Raleigh residents.

Funding Request: Minimum \$20,000; Maximum \$50,000

Funding Period: July 1, 2027 – June 30, 2028

Total Competitive Score: 100 Points

SECTION 1 – ORGANIZATION & CAPACITY

15 Points Total

This section evaluates the organization's relevant experience, experience serving Raleigh residents, staffing and leadership, governance and oversight, financial management, internal controls, and capacity to successfully implement the proposed project and administer reimbursement-based CEG funding.

§1.1 Organization Information

Administrative Information – Not Scored

The following information is collected for administrative review and is not assigned competitive scoring points.

Organization Identification

- Legal Organization Name
- DBA/AKA, if applicable
- EIN
- UEI
- SAM.gov Registration Status
- SAM.gov Registration Expiration/Renewal Date

Organization Location

- Headquarters/Administrative Office Address
- Mailing Address
- Does the organization currently provide services to Raleigh residents?
 - o Yes
 - o No
- If yes, briefly describe the organization's service presence in Raleigh.

Organizational Information

- Mission Statement
- Year Established
- Year IRS 501(c)(3) Status Granted, if applicable
- Website

Organizational Capacity

- Number of Full-Time Employees
- Number of Part-Time Employees
- Total Number of Employees
- Number of Board Members

Key Contacts

Primary Organization Contact

- Name
- Title
- Email
- Phone

Board Chair/Equivalent

- Name
- Email
- Phone

§1.2 Organizational Risk & Compliance

Administrative Review – Not Scored

Complete the following questions accurately. A "Yes" response does not automatically make an applicant ineligible. The City may request additional information to evaluate the nature, severity, resolution, and current status of any reported matter.

Federal, State, or Local Funding Experience

Has the organization managed grant or contract funding that required reimbursement requests and supporting documentation?

- Yes
- No

If yes, identify the funding sources and type of funding managed.

Unresolved Federal Findings

Does the organization currently have any unresolved findings, monitoring concerns, questioned costs, or compliance issues identified by HUD or another federal agency?

- Yes
- No

If yes, provide:

- Agency

- Date
- Description
- Corrective action
- Current status

Federal Findings Within the Past Five Years

Has the organization had any findings, concerns, questioned costs, or compliance issues identified by HUD or another federal agency within the past five years?

- Yes
- No

If yes, provide:

- Agency
- Date
- Description
- Corrective actions taken
- Final resolution/current status

Return of Grant Funds

Has the organization ever been required to return unspent funds or repay funds to a government agency?

- Yes
- No

If yes, provide:

- Agency/program
- Amount
- Reason
- Resolution

Audit Findings

Does the organization currently have any unresolved audit findings, questioned costs, material weaknesses, significant deficiencies, or other material audit issues?

- Yes
- No

If yes, provide:

- Description
- Date
- Auditor
- Corrective actions
- Current status

Financial Distress

Has the organization experienced bankruptcy or significant financial distress that may affect its ability to successfully administer the proposed project?

- Yes
- No

If yes, provide an explanation and current status.

City of Raleigh Funding History

Has the organization received City of Raleigh funding during the most recent two fiscal years?

- Yes
- No

If yes, provide:

- Program/funding source
- Fiscal year(s)
- Amount
- Was the funding fully expended?
- If not, provide an explanation.

§1.3 Organization & Capacity

15 Points

Response Limit: 2,000 characters

Describe your organization's capacity to successfully implement the proposed project and administer Community Enhancement Grant (CEG) funding.

Your response must address:

- Relevant experience providing the proposed services;
- Experience serving Raleigh residents and the proposed target population;
- Staff and leadership responsible for implementation;
- Organizational structure, governance, and oversight;
- Financial management systems and internal controls;
- Experience managing grant or contract funding, including reimbursement-based funding; and
- Partnerships or collaborations that support successful implementation.

SECTION 2 – COMMUNITY NEED & STRATEGIC ALIGNMENT

30 Points Total

This section evaluates the documented need for the proposed services, characteristics of the population to be served, Raleigh-specific conditions and data, identified service gaps and barriers, and alignment with applicable City and community priorities.

§2.1 Program Overview

Administrative Information – Not Scored

Project/Program Information

- Project/Program Name
- Service Location(s) – Raleigh addresses

Program Contact:

- Name
- Title
- Email
- Phone

Program Status

- Existing Program – No Expansion
- New Program
- Expansion of Existing Program

Target Populations

Select all that apply:

- Individuals Experiencing Homelessness
- Households at Risk of Homelessness
- Survivors of Domestic Violence
- Persons with Disabilities
- Seniors
- Foster Youth and Transition-Age Youth
- Families with Children
- Individuals Experiencing Unemployment or Underemployment
- Households Facing Housing Instability
- Households at Risk of Displacement
- Other – Specify

Income/Eligibility

- Extremely Low-Income – 0–30% AMI
- Very Low-Income – 31–50% AMI
- Low-Income – 51–80% AMI
- Presumed Benefit Population, if applicable

§2.2 Community Need & Strategic Alignment

30-Point Criterion

Response Limit: 2,000 characters

Describe the specific community need the proposed project will address in Raleigh and how the proposed project aligns with applicable City and community priorities.

Your response must address:

- The specific issue or need and who is affected;
- Raleigh-specific data demonstrating the need;
- Current service gaps or unmet needs and barriers experienced by the target population;
- How the identified need affects the proposed population in Raleigh;
- Alignment with the City of Raleigh 2026–2030 Consolidated Plan and *A Home for Every Neighbor*, as applicable;
- Alignment with Wake County Continuum of Care (CoC) priorities and homelessness response strategies, where applicable; and
- Other applicable adopted City or community priorities.

For projects serving individuals or households experiencing or at risk of homelessness, applicants should describe how the proposed project aligns with relevant Wake County CoC priorities and homelessness response strategies, as applicable to the proposed services and population.

Applicants should use current and credible data. Sources may include City of Raleigh, Wake County, HUD, the Wake County CoC, Point-in-Time (PIT) Count, housing affordability and eviction data, employment and demographic data, and relevant agency service data.

SECTION 3 – PROGRAM DESIGN & ACCESS

25 Points Total

This section evaluates the clarity, feasibility, accessibility, and effectiveness of the proposed service delivery model.

§3.1 Program Design & Access

15 Points

Response Limit: 2,000 characters

Describe how the proposed program will operate during the funding period and how eligible low- and moderate-income Raleigh residents will access and participate in the program.

Your response must address:

- Services and activities to be funded with CEG;
- How services will be delivered, including frequency and duration;
- Staff responsible for service delivery;
- Participant flow/process from outreach or referral through service delivery;
- How participants will access the proposed services, including referral pathways, intake/access procedures, partnerships, and coordination with other community service systems;
- Service location(s);

- Accessibility, outreach, engagement, and strategies to address barriers to participation;
- If services are regional or countywide, how Raleigh residents will be identified, served, and tracked; and
- How CEG funds will support the proposed activities and why CEG funding is necessary.

The service-delivery response should provide an overview of how participants enter and move through the proposed program. Detailed operational coordination, referral, equitable-access, participant-engagement, and Coordinated Entry practices, when applicable, are addressed and scored separately under §3.2.

§3.2 Coordination, Equitable Access, and Participant Engagement

10 Points

Response Limit: 2,000 characters

Describe how the proposed program will coordinate service delivery, provide equitable access to eligible Raleigh residents, and engage participants throughout the funding period.

Your response must address:

- How participants will learn about, access, and enter the proposed services;
- How the organization will reduce barriers to participation and provide equitable access to eligible participants;
- How the organization will coordinate with relevant community partners, service providers, referral sources, or other systems, as applicable to the proposed services;
- How participant referrals, if applicable, will be received, made, or coordinated;
- How the organization will engage participants and support continued participation in the proposed services; and
- How coordination, referrals, participant engagement, and service delivery will be documented and managed.

For projects serving individuals or households experiencing or at risk of homelessness, applicants should describe how referrals and service access will coordinate with relevant community systems, including the Wake County Continuum of Care (CoC) and Coordinated Entry, when applicable to the proposed services and population.

If Coordinated Entry does not apply to the proposed activity or population, applicants should describe the referral and access approach that will be used.

This criterion evaluates the operational approach to coordination, participant access, equitable service delivery, referrals, and participant engagement, including how the proposed program will implement and manage these practices during the funding period.

SECTION 4 – OUTCOMES & DATA

20 Points Total

This section evaluates the applicant's ability to establish measurable results, collect and report participant and performance data, monitor progress, and use information to improve program performance.

§4.1 Goals, Outputs & Outcomes – 10 Points

Provide at least two goals for the proposed project.

For each goal, provide:

- Goal
- Output
- Expected Outcome
- Target
- Measurement Method

Goals and outcomes should reflect the anticipated impact of the proposed services on Raleigh residents.

Whenever possible, applicants should identify Raleigh participants separately from countywide or organization-wide participants and performance data.

§4.2 Data Collection & Reporting – 5 Points

Response Limit: 2,000 characters

Describe how the organization will collect, maintain, monitor, and report participant and performance data for the proposed project.

Address:

- Data collection systems;
- Enrollment and participant documentation;
- Service and output tracking;
- Outcome tracking;
- Ability to identify Raleigh participants;
- Data quality and accuracy;
- Staff responsibilities for data collection and reporting; and
- How performance data will be used to monitor and improve services.

§4.3 Performance Management & Continuous Improvement – 5 Points

Response Limit: 1,500 characters

Describe how the organization will monitor progress toward the proposed goals and use performance information to improve the program.

Address:

- How performance will be reviewed;
- How challenges or service gaps will be identified;
- How program adjustments will be made; and
- How the organization will assess whether the proposed activities are achieving the intended results.

SECTION 5 – BUDGET & STEWARDSHIP

10 Points Total

This section evaluates whether the proposed budget is reasonable, complete, appropriately aligned with the proposed activities, and demonstrates responsible stewardship of CEG funds.

§5.1 Funding Request

Amount Requested

Enter the amount of CEG funding requested.

- Minimum Request: \$20,000
- Maximum Request: \$50,000

The applicant must satisfy the following requirements:

- The City request may not exceed 50% of the total project budget; and
- The City request may not exceed 25% of the organization's total annual operating budget.
- CEG funding is provided on a reimbursement basis. Applicants should demonstrate sufficient financial capacity to operate the approved project while awaiting reimbursement.

§5.2 Project Budget

CEG Funding Requested

Staff Costs

Include only staff costs directly related to the CEG-funded project.

For each position, provide:

- Position title;
- Full-Time/Part-Time status;
- Amount requested;
- Rate/salary allocation;
- Percentage of time devoted to the project;
- Project responsibilities;

- Other funding sources supporting the position; and
- Allocation method/justification.

Total Staff Costs: \$ _____

Program Costs

Include only program costs directly related to the proposed CEG-funded activities.

For each cost, provide:

- Cost description;
- Amount;
- Purpose and necessity;
- Calculation method;
- Connection to proposed activities; and
- Other funding sources, if applicable.

Total Program Costs: \$ _____

§5.3 Total Project Budget

Provide the full cost of the proposed project, including City and non-City funding.

- Total Project Budget – Excluding Administrative Costs: \$ _____
- Administrative Costs – Non-Reimbursable: \$ _____
- Total Operating Project Budget – Including Administrative Costs: \$ _____

Administrative costs are not eligible for reimbursement unless specifically authorized in the executed agreement and permitted under applicable federal requirements.

§5.4 Budget Narrative & Stewardship

Response Limit: 2,000 characters

Explain how the proposed budget supports the activities and outcomes described in the application.

Address:

- Necessity and reasonableness of proposed costs;
- Connection between costs and proposed activities;
- Other funding sources supporting the project;
- Expenditure monitoring; and
- Responsible use of funds for approved purposes.

SECTION 6 – CDBG ELIGIBILITY & ADMINISTRATIVE REQUIREMENTS

Administrative Review – Not Scored

Meeting these administrative requirements does not guarantee funding.

§6.1 CDBG National Objective

Identify the applicable HUD National Objective:

- Limited Clientele – Income Qualified
- Limited Clientele – Presumed Benefit
- Area Benefit
- Other Eligible National Objective – Specify

If selecting Presumed Benefit, identify the applicable HUD presumed-benefit category and explain how the proposed project qualifies.

§6.2 Participant Eligibility

Response Limit: 1,500 characters

Describe how the organization will determine and document that participants served through the proposed project meet applicable CDBG eligibility requirements.

§6.3 Raleigh Residency

Response Limit: 1,500 characters

Describe how the organization will determine and document Raleigh residency when required.

If the proposed program serves residents outside Raleigh, describe how the organization will identify and track Raleigh residents separately.

§6.4 Income Eligibility

Response Limit: 1,500 characters

Describe how the organization will determine and document participant income eligibility when required for the applicable CDBG National Objective.

§6.5 Required Documentation

Applicants must provide applicable documentation requested by the City, which may include:

- IRS determination letter, if applicable;
- Board roster;
- Organizational budget;
- Project/program budget;
- Financial statements, audit, or other financial documentation as required;
- Conflict disclosure;
- Certifications and assurances;
- CDBG eligibility documentation; and
- Other documentation required by the RFP or City.
- The City may request additional documentation as necessary to complete administrative, financial, eligibility, or compliance reviews.

APPLICANT CERTIFICATION

By submitting an application, the authorized representative certifies that:

The information provided is true, complete, and accurate to the best of the organization's knowledge;

The individual submitting the application is authorized to do so on behalf of the organization;

The organization will comply with applicable CDBG requirements;

The organization will maintain required program, participant, financial, and supporting records;

CEG funding is subject to available funding, administrative eligibility, contract requirements, and approval by the Raleigh City Council; and

Submission of an application does not guarantee an award of funding.

Authorized Representative

Name: _____

Title: _____

Email: _____

Phone: _____

Signature: _____

Date: _____

APPLICATION SCORING SUMMARY

Competitive Evaluation 100 Points

Competitive Evaluation Category	Points
1. Organization & Capacity	15
2. Community Need & Strategic Alignment	30
3. Program Design & Access	25
4. Outcomes & Data	20
5. Budget & Stewardship	10
TOTAL	100

Administrative Eligibility – Not Scored

The following are reviewed administratively and are not competitive scoring factors:

- Applicant eligibility;
- CDBG activity eligibility;
- Applicable HUD National Objective;
- Raleigh service/beneficiary requirements;

- Required documentation;
- SAM.gov/UEI and other required registrations;
- Financial and administrative eligibility requirements;
- Certifications and assurances; and
- Other Threshold Requirements established in the RFP.

Meeting administrative requirements does not guarantee funding.

Eligible applications that satisfy the applicable administrative and threshold requirements will be competitively evaluated using the 100-point scoring criteria above, subject to available funding, successful contract negotiations, and approval by the Raleigh City Council.

APPENDIX II
CITY OF RALEIGH
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COMMUNITY ENHANCEMENT GRANT (CEG)
FY 2027–2028 THRESHOLD INFORMATION

The following requirements are minimum eligibility thresholds for consideration of an application. Applicants must satisfy all applicable threshold requirements to advance to the proposal evaluation phase. Applications that fail to meet one or more required thresholds may be deemed non-responsive and removed from further consideration.

Minimum Submission Requirements

- ☐ Application: Completed and submitted by the established deadline.
- ☐ CEG Funding Request: Requested CEG funding is between \$20,000 and \$50,000.
- ☐ Annual Operating Budget Limitation: Requested CEG funding does not exceed 25% of the organization's Total Annual Operating Budget.
- ☐ Program/Project Budget Limitation: Requested CEG funding does not exceed 50% of the Total Program/Project Budget.
- ☐ Current Fiscal Year Operating Budget: Submitted.
- ☐ Most Recent Financial Statements: Submitted.
- ☐ Audited Financial Statement: Submitted. In accordance with City of Raleigh policy, applications requesting more than \$25,000 must include audited financial statements as part of the application package.
- ☐ Most Recent IRS Form 990 or 990-EZ: Submitted.

Organizational and Administrative Requirements

- ☐ IRS 501(c)(3) Determination Letter: Submitted.
- ☐ Articles of Incorporation: Submitted.

- ☐ Organizational By-Laws: Submitted.
- ☐ UEI and Federal Registration: Applicant has an active UEI and any federal registrations required for the proposed award.
- ☐ Federal Funding Eligibility Certification: Applicant has certified that the organization is not suspended, debarred, or otherwise ineligible to receive federal funding.
- ☐ Board of Directors List: Current list submitted, including officer positions and terms.
- ☐ Conflict of Interest Policy: Submitted.
- ☐ North Carolina Good Standing: Documentation submitted demonstrating that the organization is in good standing with the North Carolina Secretary of State.

Program and Organizational Capacity Requirements

- ☐ Participation in a Mandatory CEG Information Session: Applicant attended at least one required City of Raleigh virtual information session and complied with application access requirements.
- ☐ Completed and Signed Application Form: Submitted.
- ☐ Program Policies and Procedures Manual (if applicable): Submitted.
- ☐ Organizational Chart: Submitted and identifies key personnel and reporting relationships.
- ☐ Key Staff Qualifications: Resumes and qualifications submitted for key staff responsible for program implementation and grant administration.
- ☐ CDBG Eligible Population: Proposed project will serve persons who meet applicable CDBG income eligibility requirements.

Financial and Compliance Review

- ☐ Federal, State, and Local Grant Experience: Applicant has disclosed whether it has previously managed grant funding requiring reimbursement and supporting

documentation.

☐ Federal Monitoring and Compliance History: Applicant has disclosed any current or prior HUD or other federal agency findings, monitoring concerns, questioned costs, or compliance issues as required by the application.

☐ Return of Grant Funds: Applicant has disclosed any requirement to return or repay grant funds to a federal, state, or local government funding agency as required by the application.

☐ Audit Findings: Applicant has disclosed any current unresolved audit findings, questioned costs, material weaknesses, significant deficiencies, or other audit-related issues.

☐ Bankruptcy or Financial Distress: Applicant has disclosed any current bankruptcy proceedings or significant financial distress that could affect its ability to implement the proposed project.

☐ City of Raleigh Funding History: Applicant has disclosed City of Raleigh funding received during the most recent two fiscal years and provided required information regarding expenditures.

Threshold Determination

☐ ALL REQUIRED THRESHOLD REQUIREMENTS MUST BE SATISFIED.

Incomplete applications or applications that fail to satisfy one or more required eligibility thresholds may be deemed non-responsive and removed from further consideration.

The City reserves the right to request additional information or clarification as necessary to determine applicant eligibility, organizational capacity, financial condition, and ability to administer federal funds.

Note: Responses to financial and compliance questions are subject to City review and risk assessment. A disclosure of a prior finding, questioned cost, returned funds, audit issue, or other financial/compliance matter does not automatically constitute ineligibility. The City may consider the nature, severity, resolution, and current status of the matter in determining eligibility and risk.

Coordinated Entry Coordination

For activities serving persons experiencing homelessness or another population eligible for Coordinated Entry, applicants must provide the information requested in the application regarding coordination with the Wake County Continuum of Care (CoC) Coordinated Entry process. This information is evaluated as part of the proposal review and scoring process and is not a universal eligibility requirement for all applicants. Applicants whose proposed activities or populations are not subject to Coordinated Entry may explain why Coordinated Entry is not applicable.

APPENDIX III
CITY OF RALEIGH
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COMMUNITY ENHANCEMENT GRANT (CEG)
FY 2027–2028 SCORECARD

Scoring Instructions

Applications will be evaluated using the competitive criteria and point values identified in this scorecard.

Reviewers shall:

- Score applications based only on information submitted by the applicant and supporting documentation provided as part of the application.
- Not make assumptions or give credit for information that is not provided.
- Not consider personal familiarity with an applicant, its staff, programs, or past performance when assigning competitive scores.
- Consider the applicant's organizational size, staffing, resources, and operating context when evaluating organizational capacity.
- Apply the criteria consistently to all applications.
- Document the basis for significant strengths and weaknesses identified during the review.
- Disclose any actual or potential conflict of interest and follow applicable City requirements regarding participation in the review process.
- Administrative eligibility requirements, CDBG eligibility, HUD National Objective compliance, required documentation, and other threshold requirements are reviewed separately and are not competitive scoring factors. Administrative deficiencies shall not be treated as scored weaknesses unless the applicable competitive criterion specifically addresses the demonstrated capacity or performance related to that matter.
- The competitive evaluation consists of five categories totaling **100 points**.

1 Competitive Sub criteria and Point Allocation

2 1. Organization & Capacity – 15 Points

3 1.3 Organization & Capacity – 15 points

Point allocation: relevant organizational and service experience – **5 points**; staffing, governance, financial management, internal controls, reimbursement capacity, and implementation readiness – **10 points**.

2. Community Need & Strategic Alignment – 30 Points

2.2 Community Need & Strategic Alignment – 30 points

Point allocation: Raleigh-specific need and data – **10 points**; service gaps, barriers, and target population – **8 points**; alignment with adopted City/community priorities – **7 points**; and general alignment with Wake County CoC priorities and homelessness response strategies, where applicable – **5 points**.

Scoring Guidance – Criterion 2.2

Full Evidence:

Clearly identifies the Raleigh-specific need, supports it with credible local data, explains service gaps and barriers affecting the target population, and demonstrates how the proposed activity aligns with applicable City and community priorities and, where applicable, Wake County CoC priorities and homelessness response strategies.

Moderate Evidence:

Addresses the need and applicable priorities with some supporting data or explanation, but one or more areas lack specificity or completeness.

Limited Evidence:

Provides general statements about need or alignment with limited local support, unclear service gaps or barriers, or limited connection to the proposed activity.

No Evidence:

Does not adequately address the documented need or applicable strategic alignment.

General alignment with community systems and priorities is evaluated under **Criterion 2.2**. Operational coordination, participant access, referral procedures, and engagement practices are evaluated under **Criterion 3.2**. The same information should not receive points twice.

3. Program Design & Access – 25 Points

3.1 Program Design & Access – 15 points

Point allocation: program design and service delivery – **8 points**; access, outreach, engagement, and barrier reduction – **4 points**; and connection of CEG-funded activities to the service model and proposed results – **3 points**.

Application evidence is collected in §3.1.

3.2 Coordination, Equitable Access, and Participant Engagement – 10 points

This criterion evaluates the applicant's operational approach to coordination, participant access, equitable service delivery, referrals, and participant engagement.

Reviewer should consider:

- How participants will learn about, access, and enter the proposed services;
- How the organization identifies and reduces barriers to participation and provides equitable access to eligible participants;
- Coordination with relevant community partners, service providers, referral sources, or other systems, as applicable to the proposed services;
- How participant referrals, when applicable, will be received, made, or coordinated;
- How the organization will engage participants and support continued participation in the proposed services; and
- How coordination, referrals, participant engagement, and service delivery will be documented and managed.

For projects serving individuals or households experiencing or at risk of homelessness, reviewers should consider how the applicant proposes to coordinate referrals and service access with relevant community systems, including the **Wake County Continuum of Care (CoC) and Coordinated Entry**, when applicable to the proposed services and population.

If Coordinated Entry does not apply to the proposed activity or population, reviewers should evaluate the applicant's described referral and access approach rather than treating the absence of Coordinated Entry participation as a deficiency.

Scoring Guidance – Criterion 3.2

Full Evidence:

Clearly describes how eligible participants will learn about, access, and enter the proposed services; identifies meaningful barriers and specific approaches to reduce them; describes relevant community coordination and referral practices; explains how participants will be engaged and supported in continued participation; and demonstrates clear procedures for implementing and documenting these activities.

Moderate Evidence:

Describes appropriate access, coordination, referral, or participant engagement practices and identifies some barriers or strategies to address them; however, one or more operational procedures, responsibilities, or implementation details are incomplete.

Limited Evidence:

Provides general statements regarding access, collaboration, referrals, or participant engagement without sufficiently describing how the proposed practices will operate. Barriers, responsibilities, referral processes, or engagement strategies are minimally described or unclear.

No Evidence:

Does not provide sufficient information to evaluate the proposed approach to participant access, equitable service delivery, coordination, referrals, or participant engagement.

Coordinated Entry participation is not a universal eligibility requirement. For projects serving individuals or households experiencing or at risk of homelessness, Coordinated Entry should be addressed when applicable to the proposed activity or population. The absence of Coordinated Entry participation should not be scored as a deficiency when the applicant demonstrates that it does not apply.

General alignment with community systems and priorities is evaluated under **Criterion 2.2**. Operational coordination, participant access, referral procedures, and engagement practices are evaluated under **Criterion 3.2**. The same information should not receive points twice.

4. Outcomes & Data – 20 Points

4 4.1 Goals, Outputs & Outcomes – 10 points

5 4.2 Data Collection & Reporting – 5 points

6 4.3 Performance Management & Continuous Improvement – 5 points

5. Budget & Stewardship – 10 Points

5.1 Funding Request & Budget Reasonableness – 10 points

Reviewers should consider the information provided across application §§5.1–5.4.

Total Competitive Score – 100 Points

Administrative eligibility and threshold requirements remain separate from competitive scoring.

Administrative Review – Not Scored

Administrative eligibility is reviewed separately from the competitive evaluation. Administrative review does not result in competitive points and does not increase or decrease an applicant's competitive score.

Administrative review may include, but is not limited to:

- Applicant eligibility;
- Applicable IRS and organizational status requirements;
- North Carolina Secretary of State good standing, as applicable;
- UEI and SAM.gov registration requirements;
- CDBG activity eligibility;
- Applicable HUD National Objective;
- Raleigh service and/or beneficiary requirements;
- Required application documentation;
- Funding request and applicable funding limitations;
- Certifications and assurances;
- Financial and administrative eligibility;
- Applicable federal requirements and compliance matters; and
- Other Threshold Requirements identified in this RFP.

An application that receives a competitive score may nevertheless be determined ineligible if the applicant or proposed activity does not satisfy applicable administrative eligibility or **Threshold Requirements**.

CDBG Eligibility and National Objective

All proposed activities must be eligible under applicable CDBG requirements and must meet at least one applicable HUD National Objective. CDBG eligibility and National Objective compliance are administrative eligibility determinations and are not assigned competitive points.

Prior Findings or Compliance Matters

Prior grant findings, returned funds, or other compliance matters are not automatic competitive scoring penalties. The City may consider such matters as part of its administrative review, including the nature, severity, relevance, resolution, and current status of the matter, and may request additional information when necessary.

Overall Scoring

Competitive scores shall be recorded for each of the five evaluation categories:

Evaluation Category	Maximum Points	Reviewer Score
Organization & Capacity	15	
Community Need & Strategic Alignment	30	
Program Design & Access	25	
Outcomes & Data	20	
Budget & Stewardship	10	
TOTAL	100	

Competitive Score: _____ / 100

The competitive score is separate from the administrative eligibility determination. Meeting administrative eligibility requirements does not guarantee funding.

Funding recommendations are subject to available funding, final eligibility determination, successful contract negotiations, and approval by the Raleigh City Council.

APPENDIX IV
CITY OF RALEIGH
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COMMUNITY ENHANCEMENT GRANT (CEG)
FY 2027–2028 INCOME VERIFICATION

All income eligibility determinations for CDBG-assisted activities must be conducted in accordance with applicable federal CDBG requirements, HUD regulations and guidance, and the City of Raleigh's established income verification procedures.

This Appendix establishes the minimum requirements for determining and documenting low- and moderate-income (LMI) eligibility for beneficiaries of CDBG-assisted activities. Requirements may vary based on the type of CDBG-assisted activity, the applicable National Objective, the nature of the benefit provided, and applicable federal and City requirements.

Income Definition

For the FY 2027–2028 Community Enhancement Grant Program, the City of Raleigh will use the 24 CFR Part 5 definition of Annual Income for activities requiring individual or household income eligibility determinations, unless the City identifies another federally permitted income definition for a specific activity.

Annual income generally includes amounts received from applicable sources by household members, except for income specifically excluded under the applicable HUD income definition. All income must be calculated and documented using the income definition and methodology applicable to the CDBG-assisted activity.

Income and Asset Requirements

When the 24 CFR Part 5 definition is used, the applicable provisions of 24 CFR §§ 5.603 and 5.609 must be followed.

This includes applicable requirements concerning:

- Included and excluded income;
- Income received by household members;
- Net family assets;
- Actual income generated from assets; and
- Imputed income from assets when required by HUD.

When the applicable HUD asset threshold is exceeded and actual income from an asset cannot be determined, the applicable HUD passbook savings rate must be used to calculate imputed income.

The applicable asset threshold is subject to HUD's periodic adjustments and must be applied based on the requirements in effect at the time of the eligibility determination.

Income Exclusions

All income exclusions applicable to the selected CDBG income definition must be applied consistently and documented in the beneficiary file.

For CDBG income eligibility determinations, VA service-connected disability compensation must be excluded when required by applicable federal law and HUD guidance.

Subrecipients must maintain documentation sufficient to demonstrate how excluded income was identified and treated.

Adjusted Income and Deductions

The City will distinguish between Annual Income used to determine CDBG LMI eligibility and Adjusted Income used for housing programs or other activities that specifically require deductions under applicable HUD requirements.

Deductions under 24 CFR § 5.611 will not be automatically applied to CDBG LMI determinations unless the applicable CDBG activity or federal requirement specifically requires the use of Adjusted Income.

When an activity requires Adjusted Income, the applicable HUD requirements must be followed, and documentation must support each deduction claimed.

Verification of Income

The City may establish verification requirements based on the type of CDBG activity, the applicable National Objective, the level and nature of the benefit provided, applicable federal requirements, and program risk.

Acceptable documentation may include, as applicable:

- Recent pay statements;
- Employer statements;
- Social Security or pension statements;
- Benefit or award letters;
- Unemployment documentation;
- Federal income tax returns;
- Bank or financial institution statements;
- Documentation of self-employment income;
- Documentation of other recurring income;
- HUD-approved or City-approved income certification forms; or
- Other reliable documentation approved by the City.

The City may establish additional requirements regarding the age of documentation and the period of income that must be verified.

Self-Certification

Self-certification may be permitted for CDBG public service activities when allowed by applicable HUD requirements and City procedures.

When self-certification is permitted, the beneficiary must complete the applicable City or HUD-approved certification form and provide accurate information regarding household composition and income.

Self-certification does not eliminate the subrecipient's responsibility to maintain adequate records or to provide supporting documentation when requested by the City, HUD, or an authorized auditor.

For activities providing a direct financial benefit to an individual or household, including housing-related financial assistance, the City may require source documentation or enhanced verification before assistance is provided.

Use of Other Means-Tested Program Determinations

When permitted by HUD requirements, the City may allow an income determination made under another qualifying means-tested program to support CDBG income eligibility.

The City will identify the programs and documentation that may be accepted for this purpose.

Subrecipients must not independently determine that another program's eligibility determination satisfies CDBG requirements without confirming that the method is permitted for the applicable activity.

Documentation Requirements

For each beneficiary whose individual or household income is used to establish CDBG eligibility, the subrecipient must maintain sufficient documentation to demonstrate:

- Household or family composition;
- Applicable income sources;
- Income amounts used in the eligibility calculation;
- Income excluded from the calculation and the applicable exclusion;
- Assets and, when applicable, income generated from assets;
- Verification method used;
- Eligibility calculation;
- Date of eligibility determination; and
- Beneficiary certification, when applicable.

Documentation must be sufficient for the City, HUD, auditors, or other authorized reviewers to determine how eligibility was established.

Recertification and Changes in Circumstances

For CDBG activities requiring continuing income eligibility, the City will establish the applicable recertification requirements based on the type of activity and applicable federal requirements.

Annual recertification or interim reviews will not be required solely because similar requirements

apply to HUD housing programs.

Where continuing eligibility is required, the City will specify the applicable recertification and interim-review requirements in the program's written procedures or agreement.

Subrecipients must notify the City when a material change in beneficiary circumstances may affect eligibility and must follow the City's procedures for additional verification.

Household Composition

Household or family composition must be documented consistently with the income definition applicable to the activity.

When the 24 CFR Part 5 definition is used, applicable HUD definitions and requirements concerning household members, dependents, minors, foster children or adults, live-in aides, and other household classifications must be followed.

Confidentiality and Record Retention

Income and financial information must be maintained securely and accessed only by individuals with a legitimate program, monitoring, audit, or compliance need.

Subrecipients must retain income eligibility documentation in accordance with applicable CDBG record-retention requirements and the terms of the City's agreement.

Records must be made available to the City, HUD, auditors, and other authorized governmental entities upon request.

Training and Compliance

Personnel responsible for determining or reviewing beneficiary income eligibility must receive appropriate training on applicable CDBG income eligibility requirements, including:

- The income definition applicable to the activity;
- Income inclusions and exclusions;
- Asset requirements;
- Self-certification procedures;
- Verification standards;
- Documentation requirements; and
- Current HUD guidance affecting CDBG income determinations.

The City may conduct desk reviews, monitoring reviews, file reviews, or other quality-control activities to verify compliance.

Subrecipients are responsible for correcting deficiencies identified through City monitoring or other compliance reviews.

Changes in Federal Requirements

Income eligibility requirements may change as a result of federal legislation, HUD regulations,

notices, guidance, or other applicable federal requirements.

The City reserves the right to update its income verification procedures, forms, worksheets, and documentation requirements as necessary to maintain compliance with federal requirements.

Where federal requirements conflict with a prior City procedure, the applicable federal requirement will control.

APPENDIX V
CITY OF RALEIGH
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COMMUNITY ENHANCEMENT GRANT (CEG)
FY 2027–2028 MWBE PARTICIPATION FORM

Instructions for Community Enhancement Grant Applicants

The City of Raleigh encourages participation by Minority and Women-Owned Business Enterprises (MWBEs) in all City-funded activities and contracting opportunities.

Although the Community Enhancement Grant (CEG) Program is administered through grant agreements, applicants are requested to complete this form to the best of their ability based on any known contractors, consultants, vendors, suppliers, or service providers that may be utilized in connection with the proposed project if funding is awarded.

Applicants should:

Complete the form using currently known information.

List any MWBE firms anticipated to provide goods or services related to the proposed project.

If no subcontractors, vendors, consultants, or suppliers have been identified at the time of application, enter "N/A" in the MWBE Subcontractors section.

If the applicant anticipates performing all project activities with its own staff and resources, check the "Work to Be Self-Performed" box, if applicable.

Completion of this form is required as part of the application package. However, MWBE participation is encouraged and will not be used as the sole basis for determining funding eligibility or funding awards.

Applicants may be asked to provide updated information regarding vendors, contractors, consultants, or suppliers during grant implementation if funding is awarded.

MWBE Participation Form
(REMOVE THIS FORM AND USE THE NEXT FORM IF COST IS ESTIMATED TO BE OVER 300K)
IDENTIFICATION OF MWBE PARTICIPATION FOR INFORMAL CONTRACTS
Contract amount is between \$30,000.00 - \$299,999.99

This Identification of MWBE Participation Form is for the purpose of capturing information regarding the utilization of MWBEs and other subcontractors and suppliers on Informal City Contracts. MWBE participation is encouraged for all City of Raleigh contracting opportunities. Please refer to the City’s MWBE Policy for any contract specific requirements. *Copy this Form as needed.*

COMPANY			
PROJECT			
PROJECT		CITY	
CONTRACT TYPE	☐ ☐ Services _____ *		
PRIME IS MWBE	Classification: _____ ☐ Certified with NCHUB ☐ Certified with NCDOT-DBE	RFP SUBMITTAL DATE	

*MWBE Classifications:
American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

WORK TO BE SELF-PERFORMED
Check this box only if you intend to perform 100% of the work for this Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work for this Contract with your own current work forces.

MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors that you intend to use for this Contract regardless of dollar amount.

Company Name	MWBE Classification*	Description of Services	Percentage of Total Contract	Total Projected Utilization

*MWBE Classifications:
American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

Total Estimated MWBE Utilization* \$ _____

Total Proposal Amount* \$ _____

 %

Percent Estimated MWBE Utilization*
(Total Estimated MWBE Utilization divided by Total Bid Amount)

APPENDIX VI
CITY OF RALEIGH
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COMMUNITY ENHANCEMENT GRANT (CEG)
City of Raleigh Standard Contract Terms and Conditions

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

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

Compensation; Time of Payment

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

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

All invoices must include the applicable Purchase Order Number.

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

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.

Non-discrimination

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

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

Minority and Women Owned Business Enterprise

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

Assignment

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

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.

Insurance

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

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

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

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

Additional Insured – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read

‘City of Raleigh is named additional insured as their interest may appear’.

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

The Certificate Holder address should read:

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

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

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

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

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.

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.

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.

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.

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. VAA1-322-896, 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.

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.

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:

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.

Environmental Protection

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

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.

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.

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.

Right to Audit and Access to Records

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.

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.

“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.

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.

Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.

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.

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.

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.

E – Verify

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

Iran Divestment Act Certification

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

Companies Boycotting Israel Divestment Act Certification

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

APPENDIX VII
CITY OF RALEIGH
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COMMUNITY ENHANCEMENT GRANT (CEG)
City of Raleigh Federal Contract Provisions and Requirements

[Access to Records and Record Retainage](#)
[Age Discrimination Act of 1975](#)
[Americans with Disabilities Act of 1990](#)
[Byrd Anti-Lobbying Amendment](#)
[Civil Rights Act of 1964 – Title VI](#)
[Civil Rights Act of 1968](#)
[Clean Water Act](#)
[Conflict of Interest Provisions](#)
[Contract Work Hours and Safety Standards](#)
[Copeland “Anti-Kickback” Act](#)
[Davis-Bacon Act](#)
[Debarment and Suspension](#)
[Domestic Procurement Preference](#)
[Drug-Free Workplace Regulations](#)
[Education Amendments of 1972](#)
[Energy Policy and Conservation Act](#)
[Environmental reviews/assessments](#)
[Equal Employment Opportunity](#)
[Fly America Act of 1974](#)
[Hotel and Motel Fire Safety Act of 1990](#)
[Limited English Proficiency](#)
[Patents and Intellectual Property Rights](#)
[Procurement of Recovered Materials](#)
[Rehabilitation Act of 1973](#)
[Remedies](#)
[Rights to Inventions Made Under a Contract or Agreement](#)
[Telecommunications Huawei / ZTE Ban](#)
[Termination](#)
[Terrorist Financing](#)
[Trafficking Victims Protection Act of 2000](#)
[Universal Identifier and System of Award \(SAM\)](#)
[USA Patriot Act of 2001](#)
[Whistleblower Protection Act](#)

All recipients of federally funded grants or use federal assistance to support procurements must

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

Access to Records and Record Retainage. In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. The City of Raleigh, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Age Discrimination Act of 1975. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990. All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

Byrd Anti-Lobbying Amendment. All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

Civil Rights Act of 1964 – Title VI. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal

financial assistance.

Civil Rights Act of 1968. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the Civil Rights Act of 1968, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

Clean Air Act and Federal Water Pollution Control Act (Clean Water Act). All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401– 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

Conflict of Interest Provisions. Interest of Members, Officers, Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member’s officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontract a provision prohibiting such interest pursuant to the purpose of this section.

Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). [Where applicable] All contracts awarded by the City in excess of \$100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Copeland “Anti-Kickback” Act. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The City must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The City must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City must report all suspected or reported violations to the Federal awarding agency.

Debarment and Suspension. All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Domestic Procurement Preference. As appropriate and to the extent consistent with law, the City of Raleigh’s Supplier should, to the greatest extent practicable under a federal award, provide a

preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products).” For purposes of this clause, (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Drug-Free Workplace Regulations. All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX. All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

Energy Policy and Conservation Act. All Suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Environmental reviews/assessments. When required by Federal program legislation, awarded contractors must conduct and complete federally approved process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for most federally assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental assessment (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws.

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41

CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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

Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

Limited English Proficiency (Civil Rights Act of 1964, Title VI). All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

Patents and Intellectual Property Rights. Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials. All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Rehabilitation Act of 1973. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual

in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Remedies. All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$250,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.

Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the City in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Telecommunications Huawei / ZTE Ban. 2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.

Termination. All contracts shall contain suitable provisions for termination by the City, including how termination shall be affected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor. All contracts in excess of \$10,000 must address termination for cause and for convenience by the City, including the manner by which it will be given legal effect, and the basis for settlement. See [2 CFR Appendix II to Part 200\(B\)](#).

Terrorist Financing. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

Trafficking Victims Protection Act of 2000. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

Universal Identifier and System of Award Management (SAM). All suppliers, contractors,

subcontractors, consultants, and sub- consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

USA Patriot Act of 2001. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Whistleblower Protection Act. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

APPENDIX VIII
CITY OF RALEIGH
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COMMUNITY ENHANCEMENT GRANT (CEG)
EXCEPTIONS TO THE RFP

CHECK ONE:

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

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

7					
8					
9					
10					
11					
12					
FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RFP AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.					
Firm:			Authorized Signature:		Title:
Printed Name of Signer:					Date: