



Request for Proposal

RFP #21-007

Request for Proposals for
*Combined Request for Proposals
for Homeless and Housing Services*

**Proposals are due February 19, 2021 before
3:00 pm local time.**

1 REQUEST FOR PROPOSALS

1.1 Background

Centrally located in the Triangle area of North Carolina, Wake County is one of the fastest growing areas in the nation and the second-most populous county in the state with approximately 1,025,000 residents. The County was founded in 1771, currently encompasses about 860 square miles, and is the center of the state government, with the Capitol Building, legislature, and many government offices located in Raleigh, the County seat. Wake County is a thriving community whose population has grown approximately 142% since 1990, 52% since 2000, 14% since 2010 and is forecasted to maintain substantial growth of approximately 25,000 new residents per year for the next few decades.

Wake County is part of the Research Triangle Park, one of the nation's largest planned research development communities. It has received national and international rankings and accolades from publications such as *Money*, *Fortune* and *Time* magazines as being one of the best places to live and work, best business climates, and best places to earn a world-class education, among others. The region is home to some of the world's largest corporations as well as many start-up businesses.

Quality of life is a priority in Wake County. While highly recognized for stability, prosperity and growth, Wake County also has unique neighborhoods and a family of communities steeped in history and tradition, as well as a blend of diverse people from worldwide locations. The community offers all the amenities of big-city life without the high cost of living along with a unique mix of urban and rural small towns, providing something for every lifestyle. The County has 12 core municipalities, the largest of which is Raleigh (pop. approximately 439,000).

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21st Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh's existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and prepares 21st Century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens in the most efficient and cost-effective manner.

1.2 Introduction

Wake County and City of Raleigh issue this Request for Proposals (RFP) simultaneously. This RFP makes available City of Raleigh Emergency Solutions Grant (ESG) funds and Wake County Homeless Agency Funds. All funding awarded through this RFP will be expected to comply with federal ESG regulations and requirements (<https://www.hudexchange.info/esg>), both local funding (i.e., Wake County) and federal funding (i.e., City of Raleigh).

Wake County and the City of Raleigh announce the availability of funding for the provision of services, financial assistance, and data collection that support improvements to the homeless services delivery system within the geographic area defined by NC 507.

Funding intends to support agencies that follow the Housing First model, participate in the Coordinated Entry system and the Homeless Management Information System (HMIS) and provide wholistic services / case management to homeless households. The goal of this funding is to create a system that locally will make homelessness rare, brief, and nonrecurring.

The period the funding will cover is July 1, 2021—June 30, 2023 (Fiscal Year 2021-2022 and Fiscal Year 2022-2023). Please review this document for details concerning proposal requirements for this funding.

The purpose of this funding opportunity is to:

- Rapidly Re-House individuals and families who are currently homeless (Housing Stabilization).
- Provide assistance to Emergency Shelters for general operations and case management services (Emergency Response). See **Attachment B** for Homeless Definition.
- Provide Street Outreach, emergency care, and services to unsheltered persons (Emergency Response). See **Attachment C** for Physical Standards for Emergency Shelter and Units.
- Prevent at-risk households from being evicted and experiencing homelessness (Homeless Prevention)
- Homeless Management Information System Administration (*Eligibility Restricted to COC-Lead Agency Only*)

See Activity Program and Component Definitions (**Attachment A**) for definitions of these activities.

This RFP consists of several attachments. The nine documents are:

Attachment A: Activity and Program Component Definitions

Attachment B: HUD Homeless Definitions

Attachment C: Physical Standards for Shelters and Units

Attachment D: Definition of Annual Income

Attachment E: HUD ESG income limits FY2021

Attachment F: Matching Guidance

Attachment G: Application

Attachment H: Budget Worksheet

Attachment I: Scorecard

The attachments are listed at the end of this RFP.

1.3 RFP Response Timeline

The RFP process shall adhere to the following schedule:

RFP Process	Date and time	
RFP posted	January 19, 2021	
Proposers Written Questions Due Before	February 15, 2021	1:00 PM
Responses to Proposers Questions Posted Before	February 17, 2021	5:00 PM
RFP Due Date - Proposals Due from Proposers	February 19, 2021	3:00 PM
Proposal Evaluation Period	February 22, 2021-March 2, 2021	
Review Committee Finalizes Funding Recommendations	March 4, 2021	
City Council/County Commission	April-June 2011	
Services Begin	July 1, 2021	

Note: All times shown as Eastern Standard Time (EST).

1.4 Proposal Questions

Upon review of the RFP documents, proposers may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, proposers shall submit any such questions via e-mail with “Homeless/Housing Services RFP Question” in the subject line to Housing.Info@wakegov.com by February 15, 2021 at 1:00pm. Questions will be answered in an addendum to the RFP and e-mailed to interested firms and posted on Wake County’s website, www.wakegov.com, by February 17, 2021.

1.5 Proposal Submission Requirements and Contact Information

Proposal Deadline

All responses to this Request for Proposals must be received electronically no later than **3:00 p.m. on February 19, 2021 at 3:00pm**. Proposers should send RFP response packages via e-mail including delivery and read receipts with “Homeless/Housing Services RFP Submission” in the subject line to Housing.Info@wakegov.com. *Proposals received after the deadline will not be accepted.* Wake County/City of Raleigh reserve the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest. Any requirements in the RFP that cannot be met must be indicated in the proposal. Proposers should submit an electronic request to receive a word fillable application and excel budget spreadsheet to Housing.Info@wakegov.com.

1.6 Rights to Submitted Material

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina law) shall become the

property of the County when received and the entire proposal shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina law.

The County and 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 Proposal.

2 PROPOSALS

Responses must follow the format outlined herein. The City / County may reject as non-responsive at its sole discretion any proposal or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

2.1 Request for Proposal Document

The RFP is comprised of the base this RFP document which includes an application form, the budget form, the scorecard, and attachments with guidance information. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.2 Evaluation Criteria

Proposals will be evaluated based on the criteria listed in the Scorecard that is part of the RFP packet.

2.3 Final Selection

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

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

Proposals will be reviewed after opening and will be ranked in order of choice based on the Review Committee's scoring. All Proposers will be notified of their standing immediately following City's / County's decision. Price quoted must be held firm for 90 days after the RFP is due. The City / County reserve the right to make an award without further discussion of the proposal submitted. The City / County shall not be bound or in any way obligated until both parties have executed a contract. The City / County also reserve the right to delay the

award of a contract or to not award a contract. The RFP may be awarded by individual task or total proposal, whichever is most advantageous to the City of Raleigh / Wake County.

The general conditions and specifications of the RFP and the selected proposal, as amended by agreement between the City and the selected Proposer including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Failure of the awarded Contractor to perform as represented may result in elimination of the Contractor from competition or in contract cancellation or termination.

2.4 Notice to Proposers Regarding RFP Terms and Conditions

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

There is no expressed or implied obligation for the County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

The specific details shown herein shall be considered minimum unless otherwise shown. The specifications, terms and conditions included with this RFP shall govern in any resulting contract(s) unless approved otherwise in writing by the County. The bidder consents to personal jurisdiction and venue in a state court of competent jurisdiction in Wake County, North Carolina

3 SCOPE OF SERVICES

Eligible Applicants

Applicants must be a nonprofit agency with an IRS letter designating 501c3 status and whose mission includes homeless shelter and/or housing services.

Intent

The intent of this Combined RFP is to provide funding to continue to improve the homeless services delivery system evolving within NC 507. Activities funded under this combined funding process are intended to target the following populations of persons facing housing instability:

1. Program participants must have an annual income below 30 percent of area median income (AMI) for the Raleigh / Cary Metropolitan Statistical Area (MSA) as determined by HUD, verified at 12 months. See Attachment E for extremely low-income limits.
2. Individuals and families who are experiencing homelessness according to HUD's definition found in the *HEARTH: Defining "Homeless" Final Rule*. A summary can be found in an attachment to this application information packet. The definition can be found at:

<https://www.onecpd.info/resource/1928/hearth-defining-homeless-final-rule/>

3. The full interim rule can be found at: <https://www.onecpd.info/resource/1927/hearth-esg-program-and-consolidated-plan-conforming-amendments/>
Add info on CV
4. Selected grantees must comply with the Raleigh/Wake Partnership to End and Prevent Homelessness Written Standards found at:
<https://endhomelessnesswake.org/continuum-of-care/>

FUNDING INFORMATION

Wake County and City of Raleigh expect to allocate approximately **\$1,100,000.00** in response to this Request for Proposals to improve outcomes for citizens experiencing homelessness. In addition, the funders reserve the right to use additional CARES Act funds. All contracts are contingent upon receipt of funding appropriations from the City of Raleigh, Wake County, and the U.S. Department of Housing and Urban Affairs (HUD). Each funder will negotiate and issue contracts directly with an agency for a specific approved activity.

Distribution of Funds

No more than 60% of the ESG funds available through this RFP will be for emergency shelter activities and at least 40% of the ESG funds available will fund housing stability activities (Rapid Rehousing, Homeless Prevention, HMIS).

Funding Outcomes

- Reduce the length of time persons remain homeless.
- Reduce returns to homelessness.
- Develop new skills or enhance existing skills needed to maintain housing for those households experiencing homelessness.
- Increase household income and maintain stable employment for persons experiencing homelessness.
- Assist households experiencing homelessness to obtain and maintain stable housing after program exit.

Note: It is the intent of the funders to award a one-year contract with the possibility of one (1) one-year renewal upon satisfactory performance reviews and availability of funding.

Funding Requirements

Funded agencies must:

- Fully participate in electronic case management documentation and outcome data tracking through the Homeless Management Information System (HMIS). Federal law requires that Domestic Violence agencies use Systems Comparable to HMIS rather than the HMIS used by other homeless agencies. **Note:** domestic violence providers funded must have a comparable database that produces electronic reports.
- Participate as required in the Coordinated Entry system and administer the *Vulnerability Index Service Prioritization Decision Assistance Tools* (VI-SPDAT) as

set for in the Wake Coordinated Entry Written Standards to determine appropriate interventions. All funded agencies must accept only referrals from Coordinated Entry Access Hub's byname list.

- Send at least one agency representative to all grantor meetings and trainings.
- Send at least one agency representative from the funded activity to at least 50% of the Continuum of Care Committee meetings. Currently meetings are held bi-monthly.
- Meet all stated deadlines and achieve outcomes at a consistent rate so funds are reimbursed at a rate commensurate with the grant year (i.e., one-quarter of budget expended, and outcomes achieved by the completion of the first quarter of grant period, two-quarters of budget expended, and outcomes achieved by completion of second quarter, etc.)
- Participate and be an active member in the Raleigh/Wake County Continuum of Care (NC 507), the Raleigh/Wake Partnership to End and Prevent Homelessness.
- Contribute Cash and In-Kind Funds to the budget of the funded activity(ies) at an amount equal to or greater than the funded amount (24CFR 576.201), of which 50% must be cash. See **Attachment F** for Matching Guidance.

Who can submit a proposal for this funding?

Only nonprofit agencies designated by the federal Internal Revenue Service (IRS) as a 501c3 whose mission includes homeless shelter and/or housing services can submit a proposal for this funding.

Application and Budget Format

The Application Checklist is included at the beginning of the Application to help applicants ensure that all required materials are included. Applicants must use the Application and Budget formats provided. The Application is a fillable Word document. The completed Application must be submitted as a word document. Applicants must also use the Budget format provided. The Budget format is an Excel spreadsheet with several tabs. Each tab is for a specific activity. The Budget for each activity must be completed in its entirety. The Budget must be submitted as an Excel spreadsheet. Points will be deducted for incomplete Budgets and incomplete Application narratives.

RFP Attachments:

Before completing the application, please be sure to review the RFP attachments:

Attachment A: Activity and Program Component Definitions

Attachment B: HUD Homeless Definitions

Attachment C: Physical Standards for Shelters and Units

Attachment D: Definition of Annual Income
Attachment E: HUD ESG income limits FY2021
Attachment F: Matching Guidance
Attachment G: Application
Attachment H: Budget Worksheet
Attachment I: Scorecard

4 CONTRACT TERMS

4.1 Non-discrimination

To the extent permitted by State Law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform to the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

4.2 Minority or Women Owned Businesses

Pursuant to General Statutes of North Carolina Section 143-128 and 143-131 and to City and Wake County policy, the City of Raleigh and Wake County encourage and provide equal opportunity for Certified Minority and Woman-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs to include - Professional Services; Goods and Other Services; and Construction. The prime contractor will be required to identify participation of MWBE businesses in their proposal, and how that participation will be achieved.

Furthermore, the City's goal is to contract or sub-contract fifteen percent (15%) of the contract amount to Certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding. The goal breakdown is 8% for minorities and 7% for non-minority females.

4.3 Assignment

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

4.4 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.

4.5 Insurance

Service Providers shall obtain, at their sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by City of Raleigh or Wake County's Risk Manager.

Workers' Compensation Insurance, with limits for Coverage A Statutory-State of North Carolina and Coverage B Employers Liability \$500,000 each accident, disease policy limit and disease Each Employee.

Commercial General Liability - Combined single limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability.

Commercial Automobile Liability, with limits of no less than \$500,000 Combined Single Limit for bodily injury and property damage. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought on a Wake County or City of Raleigh site.

Technology Services Professional Liability (Errors and Omissions) Insurance with limits no less than \$1 million per claim and \$2 million aggregate. Shall include coverage for third party expenses resulting from breach or loss of information arising from either negligent or intentional acts of Provider's employees or an outside source, including breach response expenditures and defense. A copy of Provider's policy shall be produced upon request. Provider agrees to maintain a retroactive date prior to or equal to the effective date of this agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' if the policy expires or is cancelled or not renewed. If coverage is replaced, the new policy must include prior acts coverage or a retroactive date to cover the effective dates of this agreement. Provider shall provide on an annual basis a Certificate of Insurance to Wake County or City of Raleigh specifying whether the required coverage is underwritten on a claims or occurrence basis, and if on a claims basis, the retroactive date of the coverage. The duty to provide extended coverage as set forth herein survives the effective dates of this agreement.

Professional Liability (Cyber Risk) with limits of \$1 million per occurrence/\$2 million aggregate

Employee Dishonesty (fidelity bond or crime policy) with limits of \$250,000 which name Wake County or City of Raleigh as the loss payee.

All insurance companies must be licensed in North Carolina and be acceptable to the County's and the City's Risk Manager. Insurance Policies, except Workers' Compensation, shall be endorsed (1) to show Wake County/City of Raleigh as additional insured, as their interests may appear and (2) to amend cancellation notice to 30 days, pursuant to North Carolina law. Certificates of insurance shall be signed by a licensed North Carolina agent and be amended to show "thirty (30) days' notice of change or cancellation will be given to the Wake County Risk Manager by certified mail."

If an "ACCORD" Insurance Certificate is used, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "cancellation" paragraph of the form shall be deleted.

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

Wake County Contracts Manager
Wake County Justice Center, 2nd Floor - Finance Department
301 S. McDowell Street
Raleigh, NC 27601

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

If the Service Provider does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to Wake County or the City of Raleigh may be considered.

4.6 Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the City or the County, the Contractor shall indemnify and hold and save the City, the County, 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, the County, 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.

4.7 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 / Wake County and not divulged or made available to any individual or organization without the prior written approval of the City / Wake County. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City / Wake County 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 / Wake County.

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 / Wake County. 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.

4.8 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.

4.9 Advertising

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

4.10 Cancellation

The City or Wake County 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 or Wake County 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 / Wake County. 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 / Wake County for damages sustained by the City / Wake County by virtue of any breach of this Contract, and the City / Wake County may withhold any payment due to the Contractor for the purpose of setoff until such time as the City / Wake County can determine the exact amount of damages due the City / Wake County 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.

4.11 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, 29CFR 1910*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

A. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

B. Environmental Protection

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

C. Employee Education and Training

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

4.12 Applicability of North Carolina Public Records Law

INFORMATION SUBMITTED IN RESPONSE TO REQUESTS FOR BIDS, PROPOSALS, AND OTHER PROCUREMENT METHODS SUBJECT TO PUBLIC RECORDS LAW

Wake County and City of Raleigh are subject to North Carolina's Public Records Act located in Chapter 132 of the North Carolina General Statutes. As a result, information submitted to and received by Wake County in response to a Request for Proposal/Request For Bid/Request For Quote/Request for Qualifications, or any other procurement method (collectively "Procurement Process"), is considered public record and may be released for public inspection after the contract award, or as otherwise permitted under NCGS § 143, without further notice to the proposer. The County does not intend to elicit confidential or trade secret information in response to a Procurement Process and assumes no responsibility for the submission of such information. Wake County reserves the right to share any information submitted in response to a Procurement Process with any person(s) or firm(s) involved in the review and evaluation phase of the Procurement Process.

CONFIDENTIAL OR TRADE SECRET INFORMATION

If a proposer nonetheless submits information in a bid proposal or other response to a Procurement Process and it considers such information to be confidential, then all four requirements of [NCGS 132-1.2](#) "Confidential Information" must be met for the County to consider withholding the information from public inspection in response to a public records request. **Among other legal requirements, information deemed to be "confidential" or "trade secret" by proposer must be clearly marked as such on the face of the document(s) at the time of the initial disclosure/submittal of RFP.** In addition, although not required by law, Wake County requests that any proposer who submits a proposal or response containing any such designation of confidentiality also submit a second copy of the proposal or response with the respective page(s) or section(s) redacted. The County will not agree to withhold an entire proposal or response from public inspection; thus, proposers should refrain from including blanket restrictions on disclosure or all-encompassing claims of confidentiality.

When a public records request is made for information contained in or attached to a proposal or response that has been clearly marked as "trade secret" or "confidential" upon its submission, Wake County may, in its discretion and without further notice, release the redacted copy of the proposal or response to the requester if one has been previously submitted. Otherwise, the proposer will be notified of the request and given an opportunity to provide within a reasonable period a written explanation of the basis for claiming protection under N.C.G.S. 66-152 and N.C.G.S. 132-1 and/or a redacted proposal or response. The County shall make the final determination on release of the information. Should any civil action be brought against the County in an effort to compel or prevent the disclosure of information contained in a proposal or response that is deemed confidential by a proposer, the proposer may participate at its own expense; and by deeming any information in a proposal or response confidential, proposer further agrees to indemnify and hold harmless the County for and against any costs incurred by the County as a result of such litigation, including but not limited to fees or expenses arising out of N.C.G.S. 66-153 and N.C.G.S. 132-9.

4.13 Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City / Wake County for use in connection with the performance of this Contract, and will reimburse the City / Wake County 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 / Wake County.

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

The County and the City reserves the right to negotiate additional services with the Vendor at any time after initial contract award.

4.14 Audit

The City of Raleigh or City / Wake County Internal Audit Offices may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. The City / Wake County or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

In the event of such an audit, Contractor agrees that the City / Wake County, or its designated representative, shall have the right to review and to copy any work, materials, payrolls, records, data, supporting documentation, or any other sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. The Contractor agrees that the City / Wake County, or its designated representative, shall have access to Contractor personnel pertaining to the performance of this contract, including but not limited to financial, performance, operations and compliance records. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the City / Wake County's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. City / Wake County 's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Further, Contractor agrees to include a similar right to the City / Wake County to audit and interview staff in any subcontract related to performance of this contract.

Contractor shall require all payees to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor will ensure that all payees have the same right to audit provisions contained in this Contract.

The City / Wake County agrees to provide Contractor with an opportunity to discuss and respond to any findings before a final audit report is issued.

City / Wake County 's rights under this provision shall survive the termination of this agreement. The City / Wake County may conduct an audit up to three years after this agreement terminates.

4.15 E-Verify

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

4.16 Iran Divestment Act Certification

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to *NCGS 147 Article 6E, Iran Divestment Act*, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.

In addition:

Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State

Federal Uniform Guidance

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

Attachments

Attachment A: Activity and Program Component Definitions

The funds under this RFP can be used for a range of services and supports under three program components: Street Outreach, Emergency Shelter, and Rapid Re-housing. Each component is described in the tables below, accompanied by a list of corresponding ESG activities. Activities, as opposed to components, include the component plus the activity type. **Always refer to the program regulations at 24 CFR part 576 for complete information about all eligible costs and program requirements.**

Component: Street Outreach . These activities are designed to meet the immediate needs of unsheltered homeless people by connecting them with emergency shelter, housing, and/or critical health services. § 576.101
Activity type: Essential Services
Eligible costs: <ul style="list-style-type: none"> • Engagement • Emergency Mental Health Services • Case Management • Transportation • Emergency Health Services • Services for Special Populations

Component: Emergency Shelter . These activities are designed to increase the quantity and quality of temporary shelters provided to homeless people, through the renovation of existing shelters or conversion of buildings to shelters, paying for the operating costs of shelters, and providing essential services. § 576.102	
Activity Types	
Essential Services	Shelter Operations
Eligible costs: <ul style="list-style-type: none"> • Case management • Child Care • Education Services • Employment Assistance and Job Training • Outpatient Health Services • Legal Services • Life Skills Training • Mental Health Services • Substance Abuse Treatment Services • Transportation • Services for Special Populations 	Eligible costs: <ul style="list-style-type: none"> • Maintenance • Rent • Security • Fuel • Equipment • Insurance • Utilities • Food • Furnishings • Supplies necessary for shelter operation • Hotel/Motel Vouchers

Component: Rapid Re-Housing . These activities are designed to move homeless people quickly to permanent housing through housing relocation and stabilization services and short- and/or medium-term rental assistance. 24 CFR 576.104		
Rental Assistance	Housing relocation and Stabilization Services	
	<i>Financial Assistance</i>	<i>Services Costs</i>
Activity types: <ul style="list-style-type: none"> • Short-term rental assistance • Medium-term rental assistance • Rental arrears 	Activity Types: <ul style="list-style-type: none"> • Rental application fees • Security deposits • Last month's rent • Utility deposits • Utility payments • Moving costs 	Activity Types: <ul style="list-style-type: none"> • Housing search and placement • Housing stability case management • Mediation • Legal services • Credit repair

Component: Homeless Prevention . These activities are designed to prevent individuals from moving into an emergency shelter or living in a public or private place not meant for humans through housing relocation and stabilization services and short- and/or medium-term rental assistance. 24 CFR 576.103		
Rental Assistance	Housing relocation and Stabilization Services	
	<i>Financial Assistance</i>	<i>Services Costs</i>
Activity types: <ul style="list-style-type: none"> • Short-term rental assistance • Medium-term rental assistance • Rental arrears 	Activity Types: <ul style="list-style-type: none"> • Rental application fees • Security deposits • Last month's rent • Utility deposits • Utility payments • Moving costs 	Activity Types: <ul style="list-style-type: none"> • Housing search and placement • Housing stability case management • Mediation • Legal services • Credit repair

Component: HMIS . These activities are designed to fund ESG participation in the HMIS collection and analyses of data on individuals and families who are homeless or at-risk on homelessness. § 576.107
Activity type: HMIS
<u>Eligible costs:</u> <ul style="list-style-type: none"> • Contributing data to the HMIS designated by the CoC for the area; • HMIS Lead (as designated by the CoC) costs for managing the HMIS system; • Victim services or legal services provider costs to establish and operate a comparable database.

Source: <https://www.hudexchange.info/resources/documents/ESG-Program-Components-Quick-Reference.pdf>

Attachment B: HUD Homeless Definitions

Literarily Homeless

Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- (i) Has a primary nighttime residence that is a public or private place not meant for human habitation;
- (ii) Is living in a publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs); or
- (iii) Is exiting an institution where s(he) has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that habitation

Homeless under other federal statutes

Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

- (i) Are defined as homeless under the other listed federal statutes;
- (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;
- (iii) Have experienced persistent instability as measured by two moves or more during the preceding 60 days; **and**
- (iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers

Fleeing / Attempting to flee Domestic Violence

Any individual or family who:

- (i) Is fleeing, or is attempting to flee, domestic violence;
- (ii) Has no other residence; and
- (iii) Lacks the resources or support networks to obtain other permanent housing

Source:

https://www.hudexchange.info/resources/documents/HomelessDefinition_RecordkeepingRequirementsandCriteria.pdf

Attachment C: ESG Minimum Habitability Standards

ESG Minimum Habitability Standards for Emergency Shelters and Permanent Housing: Checklists

About this Tool

The Emergency Solutions Grants (ESG) Program Interim Rule establishes different habitability standards for emergency shelters and for permanent housing (the Rapid Re-housing and Homelessness Prevention components).

- **Emergency Shelter Standards.**
 - Emergency shelters that receive ESG funds for renovation or shelter operations must meet the minimum standards for safety, sanitation, and privacy provided in §576.403(b).
 - In addition, emergency shelters that receive ESG funds for renovation (conversion, major rehabilitation, or other renovation) also must meet state or local government safety and sanitation standards, as applicable.
- **Permanent Housing Standards.** The recipient or subrecipient cannot use ESG funds to help a program participant remain in or move into housing that does not meet the minimum habitability standards under §576.403(c). This restriction applies to all activities under the Homelessness Prevention and Rapid Re-housing components.

Recipients and subrecipients must document compliance with the applicable standards. Note that these checklists do not cover the requirements to comply with the Lead-Based Paint requirements at §576.403(a). For more discussion about how and when the standards apply, see *ESG Minimum Standards for Emergency Shelters and Permanent Housing*, located at <http://OneCPD.info/esg>.

The checklists below offer an optional format for documenting compliance with the appropriate standards. These are intended to:

1. Provide a clear summary of the requirements and an adaptable tool so recipients and subrecipients can formally assess their compliance with HUD requirements, identify and carry out corrective actions, and better prepare for monitoring visits by HUD staff.
2. Provide a tool for a recipient to monitor that its subrecipient is in compliance with HUD requirements. Where non-compliance is identified, the ESG recipient can use this information to require or assist the subrecipient to make necessary changes.

Prior to beginning the review, the subrecipient should organize relevant files and documents to help facilitate their review. For instance, this may include local or state inspection reports (fire-safety, food preparation, building/occupancy, etc.), or policy and procedure documents related to emergency shelter facility maintenance or renovations.

Carefully read each statement and indicate the shelter's or unit's status for each requirement (Approved or Deficient). Add any comments and corrective actions needed in the appropriate box. The reviewer should complete the information about the project, and sign and date the form. This template includes space for an "approving official," if the recipient or subrecipient has designated another authority to approve the review. When the assessment is complete, review it with program staff and develop an action plan for addressing any areas requiring corrective action.

Minimum Standards for Emergency Shelters

Instructions: Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. A copy of this checklist should be placed in the shelter’s files.

Approved	Deficient	Standard <i>(24 CFR part 576.403(b))</i>
		1. <i>Structure and materials:</i> a. The shelter building is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents. b. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance uses Energy Star and WaterSense products and appliances.
		2. <i>Access.</i> Where applicable, the shelter is accessible in accordance with: a. Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; b. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and c. Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35.
		3. <i>Space and security:</i> Except where the shelter is intended for day use only, the shelter provides each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
		4. <i>Interior air quality:</i> Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
		5. <i>Water Supply:</i> The shelter’s water supply is free of contamination.
		6. <i>Sanitary Facilities:</i> Each program participant in the shelter has access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
		7. <i>Thermal environment:</i> The shelter has any necessary heating/cooling facilities in proper operating condition.
		8. <i>Illumination and electricity:</i> a. The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. b. There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
		9. <i>Food preparation:</i> Food preparation areas, if any, contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
		10. <i>Sanitary conditions:</i> The shelter is maintained in a sanitary condition.
		11. <i>Fire safety:</i> a. There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas. b. All public areas of the shelter have at least one working smoke detector. c. The fire alarm system is designed for hearing-impaired residents. d. There is a second means of exiting the building in the event of fire or other emergency.
		12. If ESG funds were used for renovation or conversion, the shelter meets state or local government safety and sanitation standards, as applicable.
		13. Meets additional recipient/subrecipient standards (if any).

CERTIFICATION STATEMENT

I certify that I have evaluated the property located at the address below to the best of my ability and find the following:

- Property meets all of the above standards.
- Property does not meet all of the above standards.

<u>COMMENTS:</u>

ESG Recipient Name: _____
ESG Subrecipient Name (if applicable): _____
Emergency Shelter Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Evaluator Signature: _____ Date of review: _____
Evaluator Name: _____
Approving Official Signature (if applicable): _____ Date: _____
Approving Official Name (if applicable): _____

Minimum Standards for Permanent Housing

Instructions: Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. The property must meet all standards in order to be approved. A copy of this checklist should be placed in the client file.

Approved	Deficient	Standard <i>(24 CFR part 576.403(c))</i>
		1. <i>Structure and materials:</i> The structure is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents.
		2. <i>Space and security:</i> Each resident is provided adequate space and security for themselves and their belongings. Each resident is provided an acceptable place to sleep.
		3. <i>Interior air quality:</i> Each room or space has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
		4. <i>Water Supply:</i> The water supply is free from contamination.
		5. <i>Sanitary Facilities:</i> Residents have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
		6. <i>Thermal environment:</i> The housing has any necessary heating/cooling facilities in proper operating condition.
		7. <i>Illumination and electricity:</i> The structure has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There are sufficient electrical sources to permit the safe use of electrical appliances in the structure.
		8. <i>Food preparation:</i> All food preparation areas contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
		9. <i>Sanitary condition:</i> The housing is maintained in sanitary condition.
		10. <i>Fire safety:</i> <ol style="list-style-type: none"> a. There is a second means of exiting the building in the event of fire or other emergency. b. The unit includes at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors are located, to the extent practicable, in a hallway adjacent to a bedroom. c. If the unit is occupied by hearing-impaired persons, smoke detectors have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person. d. The public areas are equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, day care centers, hallways, stairwells, and other common areas.
		11. Meets additional recipient/subrecipient standards (if any).

CERTIFICATION STATEMENT

I certify that I have evaluated the property located at the address below to the best of my ability and find the following:

- Property meets all of the above standards.
- Property does not meet all of the above standards.

<u>COMMENTS:</u>

ESG Recipient Name: _____	
ESG Subrecipient Name: _____	
Program Participant Name: _____	
Street Address: _____	
Apartment: _____	
City: _____	State: _____ Zip: _____
Evaluator Signature: _____	Date of review: _____
Evaluator Name: _____	
Approving Official Signature (if applicable): _____	Date: _____
Approving Official Name (if applicable): _____	

Attachment D: Definition of Annual Income

§5.609 Annual income.

(a) *Annual income* means all amounts, monetary or not, which:

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph (c) of this section.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) *Welfare assistance payments.* (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

(v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

(9) Temporary, nonrecurring or sporadic income (including gifts);

(10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

(11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

(12) Adoption assistance payments in excess of \$480 per adopted child;

(13) [Reserved]

(14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

(d) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

[61 FR 54498, Oct. 18, 1996, as amended at 65 FR 16716, Mar. 29, 2000; 67 FR 47432, July 18, 2002; 70 FR 77743, Dec. 30, 2005; 79 FR 36164, June 25, 2014]

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(5) Income of a live-in aide, as defined in §5.403;

(6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;

(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(8)(i) Amounts received under training programs funded by HUD;

(ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

Attachment E: Income Limits

2020 Raleigh MSA Income Limits

Percent of Area Median Income	Family Size							
	1	2	3	4	5	6	7	8
Extremely Low - 30%	\$19,800	\$22,600	\$25,450	\$28,250	\$30,550	\$32,800	\$35,050	\$37,300
Very Low - 50%	\$32,950	\$37,650	\$42,350	\$47,050	\$50,850	\$54,600	\$58,350	\$62,150
Low - 80%	\$52,750	\$60,250	\$67,800	\$75,300	\$81,350	\$87,350	\$93,400	\$99,400
100%	\$65,900	\$75,300	\$84,700	\$94,100	\$101,700	\$109,200	\$116,700	\$124,300

Note: Wake County is part of the Raleigh, NC MSA, so all information presented here applies to all of the Raleigh, NC MSA.

Attachment F: Matching Guidance

Match Requirements

The recipient must make matching contributions to supplement the recipient's Combined Request for Proposal (RFP) Activity program budget in an amount that equals the recipient's fiscal year grant.

To be recognized as match for ESG, each contribution must meet the requirements under 2 CFR 200.306, except that:

- (1) Notwithstanding 2 CFR 200.306(b)(4), matching contributions are not subject to the expenditure limits in § 576.100; and
- (2) Notwithstanding 2 CFR 200.306(b)(5), the recipient may use funds from another Federal program as match for ESG, unless doing so would violate a specific statutory prohibition or the recipient or subrecipient counts ESG funds as match for that program.

The recipient may count as match the value specified in 2 CFR 200.306(d) for any building the donates for long-term use in the recipient's Combined RFP program, provided that depreciation on the building is not counted as match or charged to any Federal award. If a third party donates a building to the recipient, the recipient may count as match either depreciation of the building and fair rental charges for the land for each year the building is used for the recipient's Combined RFP program or, if the building is donated for long-term use in the recipient's Combined RFP program, the fair market value of the capital assets, as specified in 2 CFR 200.306(h)(2), (i), and (j). To qualify as a donation for long-term use, the donation must be evidenced by a recorded deed or use restriction that is effective for at least 10 years after the donation date. If the donated building is renovated with ESG funds, the minimum period of use under § 576.102(c) may increase the period for which the building must be used in the recipient's ESG program.

Eligible Types of Matching Contributions

The matching requirement may be met entirely with cash or a combination of cash and noncash contributions:

Cash contributions

Recipients must contribute cash equal to 50% the recipient's fiscal year Combined RFP grant. Cash expended for allowable costs, as defined in OMB Circulars A-87 (2 CFR part 225) and A-122 (2 CFR part 230), of the recipient. This is the most common type of match, and the easiest to track. Cash match is either the Applicant Organization's own funds (general revenue) or cash donations from non-federal third parties (i.e. partner organizations), or by non-federal grants. A cash match contribution is an actual cash contribution.

Noncash contributions

The value of any real property, equipment, goods, or services contributed to the recipient's Combined RFP program, provided that if the recipient had to pay for them with grant funds, the costs would have been allowable. Noncash contributions may also include the purchase value of any donated building.

Calculating the amount of noncash contributions

- (1) To determine the value of any donated material or building, or of any lease, the recipient must use a method reasonably calculated to establish the fair market value.
- (2) Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's organization. If the recipient or subrecipient does not have employees

performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.

- (3) Some noncash contributions are real property, equipment, goods, or services that, if the recipient had to pay for them with grant funds, the payments would have been indirect costs. Matching credit for these contributions must be given only if the recipient has established, along with its regular indirect cost rate, a special rate for allocating to individual projects or programs the value of those contributions.

Costs paid by program income

Costs paid by program income shall count toward meeting the recipient's matching requirements, provided the costs are eligible ESG costs that supplement the recipient's ESG program.

Tips for Acquiring Match

1. Seek specific grants and donations that are designated for that purpose. Donors and repeat funders will sometimes give a provisional designation to a gift, allocating it to be used to leverage additional funds. These donors or funders want to match grants because it leverages their own contributions. Such funders may be corporations, foundations, or local, tribal, or state governments.
 2. To acquire in-kind match, select the partners in advance of obtaining funding. Potential partners that can provide in-kind match are universities, corporate or business partners, non-profit partners, other tribal or governmental departments, community partners, or even individuals.
 3. Project related volunteer time. The best method to value a volunteer's time that is contributing their professional expertise to a project is to use the published range for that position within that person's organization, or rates consistent with those ordinarily paid by other employees for similar work in the same labor market. Fringe benefits and other costs associated with salary may be included in the valuation. Donated travel expenses such as airline tickets or bus fares should be recorded at receipt value. To estimate mileage for traveling on the road, refer to the U. S. General Services Administration's travel resources website (www.gsa.gov) to obtain federally recommended per diem and mileage travel rates.
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City of Raleigh / Wake County

*Combined Request for Proposals
for Homeless and Housing Services*

Submit a request to Housing.Info@wakegov.com to receive an emailed copy of a Word fillable application and budget worksheet. Only these emailed versions will be accepted.

Application for Funding

for

Fiscal Years 2021-2022 and 2022-2023

APPLICATION CHECKLIST

Legal Name of Applicant: _____

This checklist is provided to ensure that the application is complete, proper signatures are included, and that the required attachments are included. Proposers must submit a separate application for each intervention/activity for which they are submitted requests for funding. Provide each document in the format indicated:

#	Application Elements	Electronic format	Attached?
1	Application: Completed	Word	<input type="checkbox"/>
2	Application: Completed, signed, and dated	PDF	<input type="checkbox"/>
3	Complete project budget and cost calculation in formats provided	Excel	<input type="checkbox"/>
4	Resumes of staff responsible for the project	PDF	<input type="checkbox"/>
5	Policies & Procedures Manual for activity applied for	PDF	<input type="checkbox"/>
6	Annual Performance Report (APR) for your project run for January 1, 2020—December 31, 2020. If you are a new organization and have not used HMIS yet, indicate such and include your organization’s most recent annual report	PDF	<input type="checkbox"/>
7	Current year operating budget	PDF	<input type="checkbox"/>
8	Most recent audited financial statement (include audit/management letters)	PDF	<input type="checkbox"/>
9	Brief (<1 page) organizational history, including recent projects	PDF	<input type="checkbox"/>
10	IRS 501(c)(3) tax determination letter	PDF	<input type="checkbox"/>
11	Articles of Incorporation and By-Laws	PDF	<input type="checkbox"/>
12	Organizational chart with key personnel and their titles	PDF	<input type="checkbox"/>
13	List of current Board of Directors, with mailing addresses, terms, and roles	PDF	<input type="checkbox"/>
14	Conflict of Interest Policy (include who must read/sign the policy)	PDF	<input type="checkbox"/>
15	Board minutes documenting Board authorization for this application	PDF	<input type="checkbox"/>

You must submit your proposal using the application that follows. Be aware that the number of words allowed each answer is limited. Be concise and clear. Additional certifications and policies may be required if funding is awarded.

Incomplete applications and applications received after the deadline will not be reviewed. Wake County and the City of Raleigh reserve the right to reject any and all proposals.

To the best of my knowledge and belief, all data and narratives in this application are true, current, and complete. The governing board has authorized the application.

Executive Director (Please print or type)

Executive Director Signature

Date

Board Chair (Please print or type)

Board Chair Signature

Date



City of Raleigh / Wake County

*Combined Request for Proposals
for Homeless and Housing Services*

Submit a request to Housing.Info@wakegov.com to receive an emailed copy of a Word fillable application and budget worksheet. Only these emailed versions will be accepted.

Budget Worksheet

for

Fiscal Years 2021-2022 and 2022-2023

City & County Combined Request For Proposals	
Application Scoring Matrix	
Requirements	Definitions of Matrix Scoring Criteria
501c3 status	<i>Is the IRS form attached that demonstrates that the organization is a 501c3?</i>
Partnership Member	<i>Is the agency an active member of the Partnership?</i>
Both criteria above must be met for the application to be reviewed and scored. If any are not, the application will not be reviewed or scored.	
Scoring Criteria	
Section 3: Target Population and Project Description = 19 points	
Target Population	<i>Are the service needs for the target population substantiated/Is the gap in services for the specific target population defined and quantified?</i>
Outreach Plan	<i>Does the project contain a detailed outreach plan designed to reach out to persons who are chronically homeless and unengaged or at imminent risk of homelessness will be identified.</i>
Outreach Plan	<i>Does the proposal explain how the program will be advertised throughout the community and readily available to citizens who may need the services proposed?</i>
Eligibility/Application Process	<i>Is the application process easy to understand/navigate and customer service oriented? (The application process contains time targets for responding to enrollment requests which seem reasonable.)</i>
Eligibility/Application Process	<i>Does the proposal contain an application process that systematically screens for the target population and is compliant with HUD guidance? (HUD defined Homeless for Shelter, Street Outreach and Rapid Rehousing and HUD defined at Imminent Risk of Homeless and at 30% of AMI for Prevention)</i>
Overall Description	<i>Does the proposal include a full description addressing the entire scope of the proposed project? (Is the plan for services well thought out and includes the necessary service components?)</i>
MOUs	<i>The proposal contained a MOU from partnering agencies who were providing referrals or services.</i>
COE	<i>Does the proposed project detail how it will help the CoC function as a system focused on ending homelessness?</i>
Section 4: Support Services = 27 points	
Plan	<i>Does the plan specify how the service array will be assign and specify how the length of services and assistance will be determined?</i>
Referral	<i>Does the plan identify how referrals for additional services will be made?</i>
Transportation	<i>Does the project address the transportation needs of clients?</i>
Housing Stability	<i>Does the project address strategies for maintaining housing? (Education on Rental Housing Law, How to Be a Good Neighbor, Life Skill Education)</i>
Mainstream Benefits	<i>Does the project address how clients will be connected to mainstream benefits? (Food Stamps, Medicaid, WorkFirst, Workforce Development)</i>
Income	<i>Does the project demonstrate a plan for how clients will increase their income?</i>
Case Management	<i>Does the project have a plan including frequency/intensity for the delivery of case management services?</i>
Housing Search Assistance	<i>Does the project include details of how direct housing search assistance will be provided?</i>
Credit Counseling Repair	<i>Does the project address credit repair either by providing services or identifying a referral partner?</i>
Landlord/Client Mediation	<i>Does the project address landlord mediation either by providing services or identifying a referral partner?</i>
Childcare	<i>Does the project address childcare either by providing services or identifying a referral partner?</i>
Legal	<i>Does the project address legal services either by providing services or identifying a referral partner?</i>
Health	<i>Does the project address health services either by providing services or identifying a referral partner?</i>
Home Visits	<i>Is there a plan for providing regular home visits and longitudinal checks?</i>
Section 5: Low Barrier/Housing First Strategies = 16 points	

Income	<i>Does the application narrative and the submitted forms allow the reviewer to confirm that applicants are not screened out based on income or lack of income?</i>
Criminal Background	<i>Does the application narrative and the submitted forms allow the reviewer to confirm that applicants are not screened out based criminal background?</i>
Eviction	<i>Does the application narrative and the submitted forms allow the reviewer to confirm that applicants are not screened out based previous evictions?</i>
Domestic Violence	<i>Does the application narrative and the submitted forms allow the reviewer to confirm that applicants are not screened out based domestic violence?</i>
Substance Use Services	<i>Does the application narrative define strategies for incidences where a client might relapse into a pattern of abusing alcohol or drugs?</i>
MH Services	<i>Does the application narrative define strategies for incidences where a client might discontinue mental health treatment?</i>
Employment Services	<i>Does the application narrative define strategies for incidences where a client might lose employment?</i>
Self-Determination	<i>Do the program guidelines and forms make it clear the services are not required and are only offered for the client to voluntarily accept?</i>
Section 6: Expertise = 17 points	
Prior Experience	<i>Does the applicant have prior successful experience operative the proposed activity and attached documentation showed their outcomes were successful?</i>
Policy Manual	<i>Does the policy manual have written intake procedures for homeless/at risk verification?</i>
Policy Manual	<i>Do the homeless verification procedures establish the order of priority for obtaining evidence as required by HUD?</i>
Forms	<i>Do the program forms comply with HUD rules?</i>
Policy Manual	<i>Does the policy manual contain a termination of assistance policy?</i>
Policy Manual	<i>For Emergency Family Shelters: Does the policy manual contain a policy against the involuntary separation of children under age 18?</i>
Policy Manual	<i>Does the policy manual contain written standards for program admission?</i>
Policy Manual	<i>Does the policy manual contain written standards for program assessment?</i>
Policy Manual	<i>Does the policy manual contain written standards for the protection of victims of domestic violence?</i>
Policy Manual	<i>Does the policy manual contain a record retention policy?</i>
Policy Manual	<i>Does the policy manual contain a conflict of interest policy?</i>
Board Minutes Review	<i>Did a review of the required board minutes and board roster showed no questionable activity or conflicts of interest?</i>
Staff Caseloads	<i>Is the staffing plan adequate for the level of service proposed? (Staff to Client targets are set at reasonable levels.)</i>
Staff Experience	<i>Are the staff experience, in skill sets and tenure, documented in the resumes appropriate for the planned duties?</i>
Section 7: Financial Stability/ Sustainability - 14 points	
Agency Standing	<i>Does the audit submitted confirm that the agency has a strong financial position, adhering to all local, state, and federal fiduciary requirements; good internal controls; and sufficient resources to operate the program under a reimbursement for services?</i>
Reasonable Costs	<i>When proposed costs are compared to the proposed services they are balanced and reasonable.</i>
	<i>The proposal has clear explanations for all costs involved; and detailed budgets with justifications are provided, explaining how amounts were calculated.</i>
Staff Costs	<i>Staff positions are costed out at or below market rate.</i>
Financial Experience	<i>If the organization has previously been awarded Combined RFP, they made timely requests and completely expended the contract?</i>
Diversity	<i>Is the project budget well diversified with a balance of agency cash, governmental and non-governmental sources that were specifically identified and committed to the project?</i>
Match	<i>Does the project budget show at least 25% of requested funds are matched with agency cash? **</i>
Match	<i>Does the project budget show at least 100% of requested funds are matched with cash or noncash contributions? **++</i>
Sustainability	<i>The proposal well explained their strategies to make the program sustainable.</i>
	<i>**The applicant cannot receive points if the summary budget was not completed in a manner that allows the reviewer to make a conclusion. ++Noncash calculations of staff volunteer time must follow HUD guidelines.</i>
Section 8: Performance Measures = 7 points	

Permanent Housing	<i>Did the proposal have a performance standard for exits to permanent housing that was in line with or exceeds are system-wide performance measures as submitted to HUD?</i>
Length of Homeless Episode	<i>Did the proposal have a performance standard for length of homeless episode that was in line with or exceeds are system-wide performance measures as submitted to HUD? IF so, did the proposal explain how this would be measured in the proposed project?</i>
Income	<i>Did the proposal have a performance standard for increases in income?</i>
Income	<i>Did the proposal have a well documented plan that would help them to be successfully in reaching their income goals?</i>
Other Goals	<i>Did the proposal have other performance measures that would help demonstrate success?</i>
Section 9: Performance Measures = 79 points (HMIS ONLY – Only score for HMIS Activity)	
Prior Experience	<i>Did the proposal well explain the applicant's successful experience implementing the proposed program?</i>
Business Plan	<i>Did the proposal have a excellent business plan for managing HMIS?</i>
Policy Manual	<i>Did the applicant provide written standards and program policies and procedures that are in compliance with HUD standards?</i>
Total points possible = 100	