



Request for Proposals # 274-2023-COR-DEDSS

Title: Downtown Economic Development Strategy Services

Issue Date: January 27, 2023

Due Date: **February 20, 2023; 4:00 pm EST**

Proposals must be submitted electronically by emailing
marysell@downtownraleigh.org

LATE PROPOSALS WILL NOT BE ACCEPTED

Issuing Department: City Manager's Office in partnership with the Downtown Raleigh Alliance

Project Manager: Mary Sell at marysell@downtownraleigh.org

I. INTRODUCTION

1.1 Purpose

The City of Raleigh (COR) is soliciting proposals from one or more firm(s) with which to contract for the development of a Downtown Raleigh Economic Development Strategy.

The City of Raleigh, acting through the Downtown Raleigh Alliance (DRA) as it's contracted economic development partner for the downtown area, is seeking proposals from firms experienced and knowledgeable in preparing an economic development strategy for downtowns, business improvement districts and/or municipalities. The main objective of this work is to craft an economic development strategy for Downtown Raleigh that positions downtown in a way that both builds off Downtown Raleigh's unique strengths and is responsive to the new economic realities of central business districts.

While this RFP is being issued by the City of Raleigh and the contract with the selected service provider will be with the City of Raleigh, the selection process and the day-to-day administration of the relationship with the selected service provider will be conducted by the Downtown Raleigh Alliance, under separate contract with the City of Raleigh.

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

Contact Name	Email Address
Mary Sell	marysell@downtownraleigh.org

Questions submitted via telephone will not be answered.

1.2 Posting of RFP

All information related to this solicitation, including any addenda, will be posted to the North Carolina Interactive Purchasing System (IPS) at: <https://www.ips.state.nc.us/IPS/>.

The City shall issue addenda reflecting questions and answers to this RFP, if any, and shall be posted to North Carolina Interactive Purchasing System (IPS). 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 Interactive Purchasing System (IPS) for any Addenda. It is the Respondents responsibility to ensure that all addenda have been reviewed and, if required signed and returned.

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	January 27, 2023
Deadline for Written Questions	February 8, 2023, at 4:00 pm via email to Mary Sell
Response to Questions Posted	February 13, 2023
Proposal Due Date and Time	February 20, 2023, at 4:00 pm via email to Mary Sell
Evaluation Meeting (anticipated)	February 2023
Interviews (if required)	March 2023
Selection Announced (tentative)	April 2023

1.4 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 inquires. 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 Interactive Purchasing System (IPS). 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 Interactive Purchasing System (IPS) for any Addenda. It is the Respondents responsibility to ensure that all addenda have been reviewed and, if required signed and returned.

1.5 Proposal Submission Requirements

Proposals must be sent via email to Mary Sell. Proposals should demonstrate a commitment to providing a high level of service, experience, passion and enthusiasm for the project and provide sufficient detail to enable the Evaluation Committee to thoroughly evaluate and compare it with other proposals. Proposals should include the following components:

CONSULTANT TEAM QUALIFICATIONS AND KEY PERSONNEL: Consultant team qualifications and Key Personnel: This section shall describe the areas of expertise on the consultant team including current permanent staff and the types of services that the lead firm and any supportive team members can provide and have demonstrated experience in completing for municipal clients and economic development entities. Additionally, include a proposed project management structure. Identify the key contact for the project and all personnel who will be assigned to work on this project, including a description of their abilities, qualifications, and experience.

PROPOSED WORK AND TIMELINE: Include an estimated start date, with a detailed phasing timeline and key task list, estimated completion time of each task with the target completion date. Project work is anticipated to be completed within 12-months of executed contract, and Fayetteville Street deliverables to be completed within first 6-months.

1.6 PROJECT COST

Complete proposals should include an anticipated cost amount associated with each of the four major study areas.

PROPOSAL PRICING CHART

	Project Study Area	Price per Study Area
1	Downtown retail strategy with special focus on Fayetteville Street	\$
2	Examination and strategic positioning of the downtown office market	\$
3	Minority and Women-owned Business Enterprise (MWBE) strategy	\$
4	Catalytic projects to stimulate Downtown Raleigh’s economy	\$
	CONTRACT TOTAL	\$

No additional fees outside those provided in the proposal pricing chart above will be considered.

1.7 PROJECT EXPERIENCE AND REFERENCES: Provide brief descriptions of three (3) projects dealing with economic development, master plans, or similar topics prepared by or under the direction of your firm. Include in your description the techniques utilized in using the strategic plan process and the outcome of the planning process. Where applicable, provide examples where cities have followed your plan and successfully reached stated goals. Please also include a list of references for these projects as well as others with an emphasis on those undertaken within the last five (5) years and those done for cities that are substantially similar.

1.8 PROCESS FOR EVALUATION AND SELECTION:

- An Evaluation Committee comprised of City staff, downtown stakeholders and members of the DRA will review the submitted proposals based on evaluation criteria as identified below.
- Each proposal submitted within the deadline will be reviewed to ensure all required materials have been submitted according to the guidelines set forth in this RFP.
- The qualifications of each consultant and all submitted materials will be evaluated for compliance with the requirements and conditions contained in this RFP.
- The Evaluation Committee will use a pre-identified matrix to compare all applications to equitably review and score respondents across all categories.
- Those highest scoring proposals will be invited to participate in an in-person interview and proposal presentation with a subset of the Evaluation Committee.
- Evaluation from the interview and presentation will be added to the existing proposal scoring and an updated, ranked list of preferred selection will be recommended to the City for final selection and approval to contract.

1.9 EVALUATION CRITERIA:

- Demonstrated level of multi-disciplinary experience, qualifications, experience, and professionalism for respondent firm (or team), its principals, project management team, project manager, key staff, and sub-consultants (if applicable) assigned to the project;
- Demonstrated level of professional and technical expertise (particularly expertise at both the neighborhood and citywide aggregate levels) and proven record in the preparation of economic development strategic plans (and other economic development plans) and place-based strategies / planning experience by the respondent firm (or team);
- Demonstrated experience in community engagement, public participation, and outreach as part of similar efforts with experience working with public agencies, city departments, and other regional entities as part of similar efforts;
- Demonstrated capacity and capability of the firm to perform the work within the specified timeline, scope and budget. Ability to produce project deliverables within 12 months of executed contract, and Fayetteville Street deliverables within first 6 months;
- Overall value of the proposal and proposed services relative to the level of creativity and innovation in the proposed approach to the project;
- Expertise and knowledge of the local Raleigh market conditions;
- Level of Minority- and Women-Owned Business (MWBE) participation and leadership as part of project team;
- Local consultant and/or firm participation as part of project team;
- Cost competitiveness of the application; and
- Other issues which may arise during the selection process.

1.10 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 **mandatory** MWBE Participation Form (Appendix I) with your proposal.

Rights to Submitted Material

All proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Proposals will be reviewed by the Evaluation Team, as well as other City staff and members of the general public who submit public record requests. ***Any proprietary data must be clearly marked in the manner required by North Carolina law.*** 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, including, but not limited to, the Downtown Raleigh Alliance and their employees, agents, and board members.

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” may be considered non-responsive and will be removed from the evaluation process.

1.11 Communications

All communications of any nature regarding this RFP with any City staff, 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.

1.12 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.

1.13 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.

1.14 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.

1.15 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 VI 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.

1.16 Project Payments

Payment will be released upon delivery of the major project milestones of: (1) public release of the Fayetteville Street and Downtown Retail Strategy recommendations and (2) public release of the remaining focus area deliverables. Delivery of recommendations and public release will be inclusive of one round of revisions and editing from the project manager.

1.17 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 V), 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.

II. PROJECT SCOPE

INTENT AND OBJECTIVES: The main objectives of this work are to craft an economic development strategy for downtown Raleigh that positions downtown in a way that both builds off downtown Raleigh’s unique strengths and is responsive to the new economic realities of central business districts, as we emerge from the pandemic.

This study, funded by the City of Raleigh, should develop strategies and actionable recommendations that are contextualized to downtown Raleigh’s strengths and challenges with the goal of making downtown more competitive and resilient economically.

Our community has identified four key areas of work:

- New corridor and retail strategy for improving Fayetteville Street and retail economy
- Future of downtown Office market
- Increasing opportunities for Diversity, equity and inclusion
- Ideas for Catalytic Projects to stimulate downtown’s economy

Each of these study areas are explained further below with context and intended outcomes.

2.1 PROCESS FOR STUDY

The Contractor shall:

- 2.1.1. Conduct a kickoff meeting with steering committee to review and make any final adjustments to the scope and timeline
- 2.1.2. Collect and review all relevant downtown studies from past 15 years
- 2.1.3. Conduct an internal and external scan to assess current landscape and trends
- 2.1.4. Begin analysis and study on Downtown Retail Strategy with special focus on Fayetteville St. with deliverables for Fayetteville strategy due within first 6-months of project timeline.
- 2.1.5. Develop stakeholder engagement strategy to touch as many different groups as possible.
- 2.1.6. Perform necessary analysis on potential projects and/or initiatives to inform a recommendation on the prioritization of those projects and/or initiatives. Research and development of findings related to study questions.
- 2.1.7. Synthesize data and information to form recommendations
- 2.1.8. Identify recommendations aligned with expectations outlined in areas of study
- 2.1.9. Finalization of recommendations and strategy after presentation to Committee and refinement of recommendations from feedback
- 2.1.10. Produce a publicly presented Downtown Economic Development Strategy document with an executable implementation plan, outlining the roles and responsibilities of each partner. All deliverables anticipated to be completed within a 12-month project timeline.

2.2 AREAS OF STUDY

2.2.1. DOWNTOWN RETAIL STRATEGY WITH SPECIAL FOCUS ON FAYETTEVILLE STREET

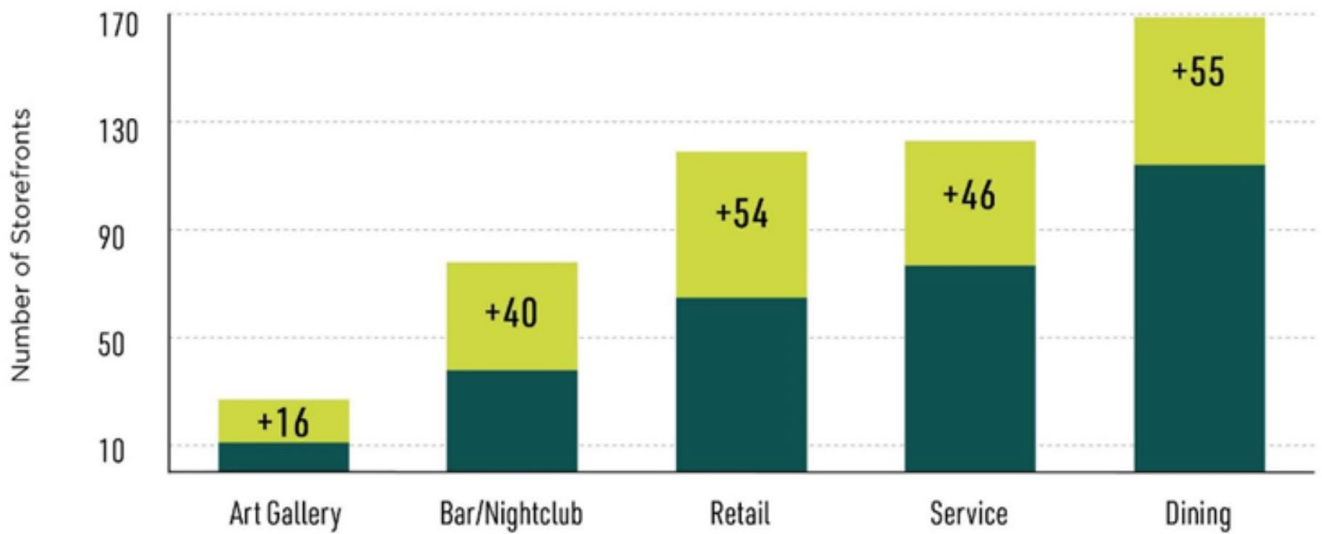
- Fayetteville Street is Raleigh's main street and a corridor of the highest importance for both the city and state. The city was founded with the idea of Fayetteville St. as its high street with the State Capitol built in the 1830s framing the northern terminus of the street, while Memorial Auditorium, which was built on the site of the Governor's Mansion, frames the southern end. The street has been home to events, parades, celebrations, protests, and numerous historic events for over two centuries.
- The street offers a mix of historic and new architecture with some of the City's most prominent historic buildings, including the State Capitol, sitting alongside the tallest skyscraper in the region at PNC Plaza, and a blend of buildings from across the decades. The street has wide sidewalks and is the most heavily streetscaped corridor in downtown with dozens of Overcup Oaks providing shade with historic looking streetlamps leading into City Plaza.
- This plaza was constructed when the street was re-opened to vehicular traffic in 2009 and serves as a central gathering place and event location. The southern end of the street is heavier on office and hotel uses, which can lead to a dearth of activity in the evenings and weekends in the absence of any scheduled special events.

DOWNTOWN RETAIL

Downtown Raleigh retail has experienced significant ups and downs over the past few decades, as downtown has changed rapidly. Prior to the 1970s, downtown was the central shopping district for the city with stores lining Fayetteville Street and side streets. As the center city emptied out in the 1970s-90s, many retailers left with downtown losing its last departments store, Hudson-Belk, in 1995. Competition from nearby Cameron Village (now Village District) and other shopping centers also contributed to this downturn.

As downtown added workers and residents, retail began to make a comeback over the past decade. Many of downtown's retailers are locally-owned, independent brands with over 90% of downtown retail being locally-owned and independent.

GAIN IN STOREFRONT BUSINESSES BY TYPE



Arguably, downtown’s largest retail accomplishment was the recent addition of two grocery stores, Publix and Weaver Street Market, which affirmed the growing residential base and ability to support these stores.

Still, downtown retail has seen turnover and challenges, especially with the onset of the pandemic and unrest. While identification and pursuit of grocery stores were an obvious part of making downtown more livable, the next targets for downtown retail have been less intuitive. Additionally, the market for retail expansion has been complicated since 2020, making prospect identification more complex. Still, downtown added 57 new storefront businesses in 2021 and more in 2022, including over 20 new retailers.

PREVIOUS STUDY + RECOMMENDATIONS

Downtown Raleigh retail and Fayetteville Street have been areas of focus for development and investment over the past 15 years with previous plans and efforts attempting to improve downtown’s main street, as well as its retail base. In 2005, the Livable Streets Plan called for the pedestrian mall on Fayetteville St. to be reopened to auto traffic with wide sidewalks and landscaping, as well as a new convention center built on Salisbury Street, which also reopened Fayetteville Street from the Capitol to the Performing Arts Center. In 2015, the Downtown Experience Plan focused on downtown retail, recommending grant and loan programs to incentivize retail in downtown, as well as active recruitment of a downtown grocery store. These goals were accomplished, and retail has increased significantly in downtown since 2015, leaving these recommendations no longer as timely or helpful.

With the pandemic, though, downtown retail suffered major setbacks due to reduced foot traffic, the impacts of civil unrest, and rapid changes in the industry. Additionally, downtown’s main street in Fayetteville Street continues to suffer from over a dozen vacancies, issues with streetscape design, challenging relationship with large-scale events and their effects on storefronts, and an overall sense of a failed main street. Given the street’s prominence for the city and state, revival of Fayetteville Street is essential for downtown’s future and is a primary focus for Raleigh City Council.

FAYETTEVILLE STREET

- What are factors contributing to Fayetteville Street’s current struggles?

- What are peer markets doing on storefront level for their main streets? Where is there success or failures? What is a model for main street like ours?
- What do we want Fayetteville St. to be and what should our vision for the street be?
- What are some storefront uses that would bring new life to street?
- Is there a tenancing strategy that would elevate this street to its highest and best use?
- Is its role as festival street healthy for storefront business success and are there policies or ways to better balance activation and business?
- Are there street level design elements, tactical changes, investments, or regulations that could help the street?
- Is there a placemaking strategy for the street that is durable and moves needle for helping storefront businesses?

STOREFRONT AND RETAIL ECONOMY

- Gap analysis of what is truly missing in downtown retail base relative to what our market can support
- Who are national tenants and digitally native brands we need on our radar and should go after that would help our locally-owned retail base without threatening their existence?
- Assessment of current tools and environment to bring retail meaningfully.
- Is there a certain strength or niche for downtown in storefront vs. other submarkets?
- Other recommended ways to help downtown retailers to make successful.
- Do any key spaces need to be re-positioned or adapted differently to be more conducive to retail?

GOALS & PRODUCTS FOR THIS AREA OF STUDY

- **Strategy for reinvigorating Fayetteville Street** into a successful main street with high storefront occupancy, renewed attractiveness for visitors and coordinated policies and investments aligned with vision for the street's future.
- **Retail Economy Analysis:** an overview of the gaps in downtown's retail and storefront economy with identification of strategies and recommendations to improve downtown's storefront economy in a way that reduces vacancies, makes downtown a more compelling place to live and work by filling in retail gaps, and makes downtown retail a more viable and successful economy.

2.2.2 EXAMINATION AND STRATEGIC POSITIONING OF THE DOWNTOWN OFFICE MARKET

This section would examine downtown's office market to identify its competitive advantages and weaknesses to explore how to best market and position the downtown office market in post-COVID world.

Downtown Raleigh's office market has seen strong growth and expansion over the past 15 years, emerging as a competitive submarket in a region traditionally defined by suburban office product. Similar to the storefront business trends, downtown was home to most office development in Raleigh prior to the 1970s before seeing the rise of suburban office products that left downtown largely the home of government, bank, and law offices for several decades.

Downtown has a natural floor for daytime workers thanks to being the state capital, county seat and home to a large municipal government. But for years, its ceiling was not very high with low demand beyond institutional uses related to government. While several large buildings were added in the late 1980s/early 1990s including 150 Fayetteville St and Two Hanover, downtown's office market was largely stagnant.

In the mid-2000s, downtown saw a concerted effort to bring more diverse office product and tenants to downtown. In 2008, PNC Plaza (then RBC Plaza) was built and anchored by the regional headquarters of RBC bank. This tower, the tallest in the Triangle, gave downtown a new skyline feature and a trophy building for top tenants. In 2012, downtown got one of its biggest economic development wins with the recruitment of cloud-based tech company, Red Hat, who moved their corporate headquarters to Davie St. in the heart of downtown. Shortly following that, in 2014, Citrix moved their local office of several hundred employees to downtown's Warehouse District. And the growth of Pendo, a locally founded tech company, all took place in downtown with two people in 2013 becoming over 800 employees by 2022.

An addition to landing and growing cloud-based tech companies, downtown also saw a major increase in co-working spaces with both locally-grown groups like Raleigh Founded and national tenants like WeWork, establishing locations in downtown with strong results in leasing. Architecture and engineering firms also flocked to downtown in recent years with Kimley Horn, Sepi Engineering and McAdams all moving their offices to downtown since 2017. The recession halted some development, but over the past seven years, downtown has added over 1.8 million square feet of office space in either new construction or renovated space. Prior to the pandemic, downtown saw success in new products such as The Dillon and One Glenwood, which were new office buildings that leased up quickly and were sold for significant profit. And even in the recession, three more Class A buildings have been completed and seen strong leasing activity.

The past two years, though, have created new concerns for downtown's office market and its future. The future of work has been significantly altered by trends in working from home and permanency of that behavior calling into question the need for more office space. Downtown's daytime population still has not recovered with an estimated 60% of employees back in the office relative to pre-pandemic trends. The Triangle region also has seen several major economic development announcements in the region choose other submarkets, such as Apple, Meta, and Google, (though not all were necessarily looking for downtown office spaces) which challenges the community to think about how to best position downtown to be as competitive as possible for future opportunities. And after nearly three years of employees working from home and the lingering perceptions of the summer 2020 unrest, the reputation for downtown's core among some office tenants and brokers may have changed in ways that could make leasing more challenging in the future.

Additionally, the Triangle region has strengths in other areas such as Life Sciences and biomedical research and development that does not have any presence in downtown but can be found in other downtowns across the country and, to some degree, even here in this region. Just recently a life science development was announced for downtown Chapel Hill, while downtown Durham is also home to life science developments.

At the same time, downtown has obvious competitive strengths. Downtown Raleigh has more housing co-located with office space than anywhere else in the region. Downtown is home to the city's primary transit hub and will be the terminus of all four future Bus Rapid Transit lines, giving downtown a major advantage in access above any other submarket. Downtown is still home to diverse array of employers, making collaboration and talent identification easier, as well as some of the natural components of an innovation district. Downtown's storefront economy provides a contrast to office parks and may other submarkets which lack the variety and types of businesses.

And due to its transit, walkability, and density of green buildings, downtown has a clear advantage in position itself as a sustainability district.

Moving forward, downtown Raleigh's office market needs help identifying how to best position itself for the future based off its existing strengths and trends in office and how people work. This includes identification of how to best talk about downtown's competitive advantages and position downtown's space to be more competitive moving forward.

POTENTIAL QUESTIONS TO ANSWER, ANALYSES, AND INFORMATION TO COLLECT

- What is downtown’s brand and identity as an office market now?
- What is downtown’s strength in terms office tenants downtown has attracted and what is it weaker at relative to other peer markets?
- Are there any entry points to having life science or similar type of developments in downtown?
- Is there any strategic use of downtown’s strengths in sustainability and/or innovation for downtown’s branding and attraction?
- What are the barriers to office recruitment for downtown, especially after the past couple of years and moving forward with new dynamics in office market across the country?
- What are specific clusters we want to recruit and what are they looking for?
- Quantification of our current tenant mix and employers to see where downtown has strengths, clusters, and also has potential deficiencies.

GOALS & PRODUCTS FOR THIS AREA OF STUDY

Clear articulation of downtown Raleigh competitive profile as an office market including strengths, opportunities, as well as understanding of weaknesses and recommendations on how to address those weaknesses. Includes identification of talking points for downtown’s competitive edges in office market to better market downtown as an office destination. As part of this an articulation of potential recruitment clusters to define downtown’s best potential competitive edge in the market.

Strategy for how to position downtown Raleigh for opportunities in office space such as life science, innovation or any other potential submarkets/niches that may be appropriate.

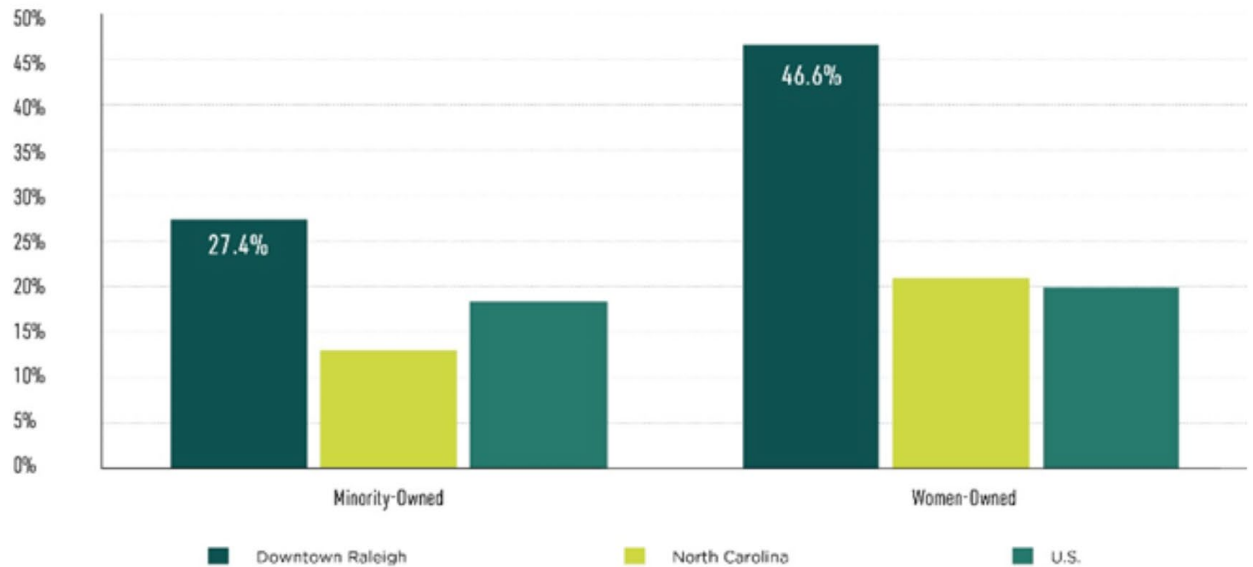
Identification of potential strategic branding of downtown’s office market strengths into more specific districts, such as in Innovation or Sustainability, where downtown likely has competitive edges over other parts of the region that have yet to be fully articulated and marketed. Could include ways to create a “Sustainability District” or “Innovation District” in downtown.

2.2.3 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) STRATEGY:

This section would develop a plan to grow, support, develop and recruit minority and women-owned businesses in downtown.

Downtown Raleigh is home to a growing collection of diverse businesses. Our share of Minority and Women business owners is higher than the state and national averages, as seen in the adjacent chart. But our downtown storefront and business community should strive to continue to better reflect our larger community in Raleigh and the Triangle. For example, our region is home to large Indian-American community, Latino community and many others who are not necessarily strongly represented among our storefront business community. For many, the traditional barriers that exist for MWBE businesses can feel prohibitive for starting or locating a business in downtown Raleigh. For example, higher rents in prominent spaces and the unique challenges of relying more on pedestrian traffic than auto-oriented customers can make downtown intimidating for some entrepreneurs. And long standing barriers for MWBE entrepreneurs to accessing traditional means of financing or networks for investors can also be an impediment to starting a business in a complex environment like downtown.

STOREFRONT BUSINESS OWNERSHIP



Additionally, as downtown continues to try to be competitive in attracting office tenants from across the country, having a diverse workforce is critically important to downtown’s ability to be home to companies seeking a representative and diverse employee base. Downtown has two Historically Black Colleges and Universities (HBCU) in or near downtown and over 100,000 college students are in the Triangle.

North Carolina is also home to a diverse population. To ensure downtown can attract employers seeking diversity and help current employers become even more diverse, downtown Raleigh needs ways to provide opportunities for more employees from different backgrounds. Improving the diversity of both the workforce composition and leadership in corporate downtown Raleigh is important for reflecting our greater community and future.

POTENTIAL QUESTIONS TO ANSWER, ANALYSES, AND INFORMATION TO COLLECT:

- What are the barriers for entry and opportunity for Minority and Women Owned storefront businesses in downtown?
- How do we increase presence here among communities of Color that are in region but not necessarily strongly represented in downtown?
- On storefront level, is there more to be done for more durable change/leasing on access to finance and leasing to create opportunity?
- Are there opportunities for more inclusivity among our downtown employers through means such as utilizing and empowering our Historically Black Colleges and Universities (HBCUs) relationships more meaningfully?
- Is there a need for alignment with our events/activations in downtown to make diverse communities feel more welcome?

GOALS & PRODUCTS FOR THIS AREA OF STUDY:

Strategy with recommendations on specific ways to reduce barriers to entry and create opportunities for MWBE businesses in downtown through programs, space, networks and intentional efforts to improve the number of MWBE businesses in downtown. **Recommendations on ways to improve inclusivity among downtown**

employers to increase diversity of employees and leadership among downtown’s corporate citizens and employers through networking, intentional internship/externship programs and other means.

2.2.4 CATALYTIC PROJECTS TO STIMULATE DOWNTOWN RALEIGH’S ECONOMY

Identify the next downtown Raleigh catalytic projects that could help stimulate downtown economy in meaningful way.

Part of downtown’s initial comeback in the past 15 years was fueled by strategic deployment and investment in big ideas that had meaningful economic impact. The Livable Streets Plan included the ideas of reopening Fayetteville St. to car traffic with major streetscaping and the addition of City Plaza, as well as building a new Convention Center. By the end of the 2000s, those ideas were completed and have both reaped rewards for downtown in varying ways, while also not completely realizing their potential in the case of Fayetteville St. Additional major ideas have been the construction Raleigh Union Station as a major multi-modal hub, the renovation of Moore Square, and the purchase of Dix Park. But moving forward, downtown no longer has a clear idea or articulated goal for a catalytic project that would help continue downtown’s rebirth and recovery. Even Dix Park, which likely serves as the city’s greatest ongoing project and investment, while close to downtown, does not have an identified, clear, and bold connection to downtown to help the core take advantage of a future world class park and the park to gain synergies with downtown. Periodically, discussion of sports stadiums or other entertainment amenities come and go, while other big ideas are mentioned but never fully explored. The City has recently released an RFI for major catalytic development including a Convention Center hotel on key sites the City owns at the terminus of Fayetteville Street, which can serve as potentially catalytic but not likely comprehensive in their impact.

And as downtown has come a long way, too, with increases in residents and visitors, more people ask what else can be added to downtown as an amenity to complement a strong food & beverage scene and several museums. Downtown Raleigh is somewhat unusual as it has developed without the aid of sports facilities or arena. The region’s primary arena is located outside downtown and under discussions for major renovations, while in other regions, sports facilities often seek substantial and controversial subsidies that may or may not be palatable here.

POTENTIAL QUESTIONS TO ANSWER, ANALYSES, AND INFORMATION TO COLLECT

- What is downtown missing that would move us forward and have a stimulating effect on our economy in downtown?
- What will we wish we thought of in 20-30 years? Would more meaningful and bolder connections to nearby parks be catalytic?
- What are the areas of potential projects? Infrastructure? Entertainment? Sports? Arts and culture? E-sports? Strategic re-positioning of key sites for new land use?
- Is there an opportunity to nurturing or enhance our existing venues for performing arts in meaningful ways to help downtown’s economy? Are there any projects that would serve to differentiate ourselves? Is there a housing-related idea that could have a major impact and serve as a catalytic project?
- Stakeholder ideas and feedback on what would be most impactful for downtown’s economy.
- Analysis of potential economic impact of idea based on similar experiences and projects in other cities to help articulate why recommended ideas would be impactful.

POTENTIAL QUESTIONS TO ANSWER, ANALYSES, AND INFORMATION TO COLLECT:

- **Identification of catalytic ideas and projects** with articulation and analysis of how and why they would stimulate downtown’s economy.
- **Plan for next steps on key catalytic ideas** to move them from ideas to reality with a focus on the most impactful and most urgent ideas.
- **Identification of areas or categories of additional potential catalytic projects** for further study and exploration.

2.3 DELIVERABLES

This study will be delivered in two parts with the first section regarding Fayetteville Street and downtown’s retail economy delivered before the remaining elements of the study. This timeline is necessary to address the more immediate concerns and vacancies along and near Fayetteville Street. Work is expected to commence on all portions of the study and be conducted simultaneously, but the first area of study is the first priority for execution and delivery.

Below are listed the deliverables for each section, as previously laid out in the document. For each section, the final deliverable to address each focus area of this study should include an articulated strategy document outlining the deliverables below and tactics for implementation. Strategy elements should be tailored to capacity and prioritized for focused implementation.

In all these areas of study, the analyses should have the following:

- Identification of strengths, weaknesses, opportunities in each area of study
- Clear recommendations to address needs that have accounted for the unique context of downtown Raleigh
- Strategy for implementation with partners identified
- Interviews with the business community, downtown residents, and downtown economic development partners; as well as any and all relevant stakeholder engagement for that area of study
- Capacity assessment of organization and available resources Awareness and acknowledgment of relevant pre-existing guiding documents and plans
- Peer research and national best practice guidance

2.3.1 FAYETTEVILLE STREET & RETAIL ECONOMY

- **Strategy for reinvigorating Fayetteville Street** into a successful main street with high storefront occupancy, renewed attractiveness for visitors and coordinated policies and investments aligned with vision for the street’s future.
- **Retail Economy Analysis:** An overview of the gaps in downtown’s retail and storefront economy with identification of strategies and recommendations to improve downtown’s storefront economy in a way that reduces vacancies, makes downtown a more compelling place to live and work by filling in retail gaps, and makes downtown retail a more viable and successful economy.

2.3.2 OFFICE MARKET

- **Clear articulation of downtown Raleigh competitive profile as an office market** including strengths, opportunities, as well as understanding of weaknesses and recommendations on how to address those weaknesses. Includes identification of talking points for downtown’s competitive edges in office market to better market downtown as an office destination. As part of this an articulation of potential recruitment clusters to define downtown’s best potential competitive edge in the market.

- **Strategy for how to position downtown Raleigh for opportunities in office space** such as life science, innovation or any other potential submarkets/niches that may be appropriate.
- **Identification of potential strategic branding of downtown’s office market strengths in to more specific districts**, such as in Innovation or Sustainability, where downtown likely has competitive edges over other parts of the region that have yet to be fully articulated and marketed. Could include ways to create a “Sustainability District” or “Innovation District” in downtown.

2.3.3 **MINORITY AND WOMEN-OWNED BUSINESS SUPPORT & STRATEGY:**

- **Strategy with recommendations on specific ways to reduce barriers to entry and create opportunities for MWBE businesses in downtown** through programs, space, networks and intentional efforts to improve the number of MWBE businesses in downtown.
- **Recommendations on ways to improve inclusivity among downtown employers** to increase diversity of employees and leadership among downtown’s corporate citizens and employers through networking, intentional internship/externship programs and other means.

2.3.4 **CATALYTIC IDEAS:**

- **Identification of catalytic ideas and projects** with articulation and analysis of how and why they would stimulate downtown’s economy.
- **Plan for next steps on key catalytic ideas to move them from ideas to reality** with a focus on the most impactful and most urgent ideas.
- **Identification of areas or categories of additional potential catalytic projects for further study and exploration**

III. BACKGROUND INFORMATION: INTRODUCTION TO DOWNTOWN RALEIGH

Downtown Raleigh has been on a rapid rise over the last decade plus, thanks to a combination of strategic public investments and significant private development. For more than half of the 20th century, Downtown Raleigh was a thriving downtown with numerous stores, restaurants and offices all centered on the historic state capitol and state government campus. Like many center cities, though, Downtown Raleigh experienced a rapid decline in the 1960s and 1970s with a loss of many retailers to outlying malls and commercial centers. The downtown area largely was a 9- 5 government office center with little activity at night and on weekends. During this era, downtown's main street, Fayetteville Street, was turned into a pedestrian mall, which ended up as a failed experiment in urban placemaking.

FROM 1971- 1977, DOWNTOWN LOST 44% OF ITS RETAILERS

Beginning of Revival: In the early 2000s, city leaders and private sector partners came together to form a plan for renewing Downtown Raleigh. The Livable Streets Plan focused on five major recommendations for revitalizing Downtown Raleigh, including the re-opening of Fayetteville Street to vehicular traffic, a new convention center, regulatory reform to speed up development in downtown, improve the pedestrian environment through actions such as conversion of one-way streets back to two-way streets, and build marketing programs for downtown. Even today, this plan is considered a resounding success with the conversion of Fayetteville Street, new convention center and conversion of one-way streets all considered major elements of aiding downtown's growth and comeback.

Initial Residential Influx:

Also beginning in the early-mid 2000s, downtown started seeing an influx of residential development with a wave of condo developments built, bringing new life to downtown. In 2008, downtown saw the opening of the tallest building in the Triangle with PNC Plaza (then named RBC Plaza) opening at over 500 ft and featuring residential, office and retail in one signature tower. Additionally, Downtown Raleigh began hosting large-scale events, as a means for generating new activity, such as Hopscotch Music Festival and IBMA Wide Open Bluegrass, which brought thousands back to downtown.

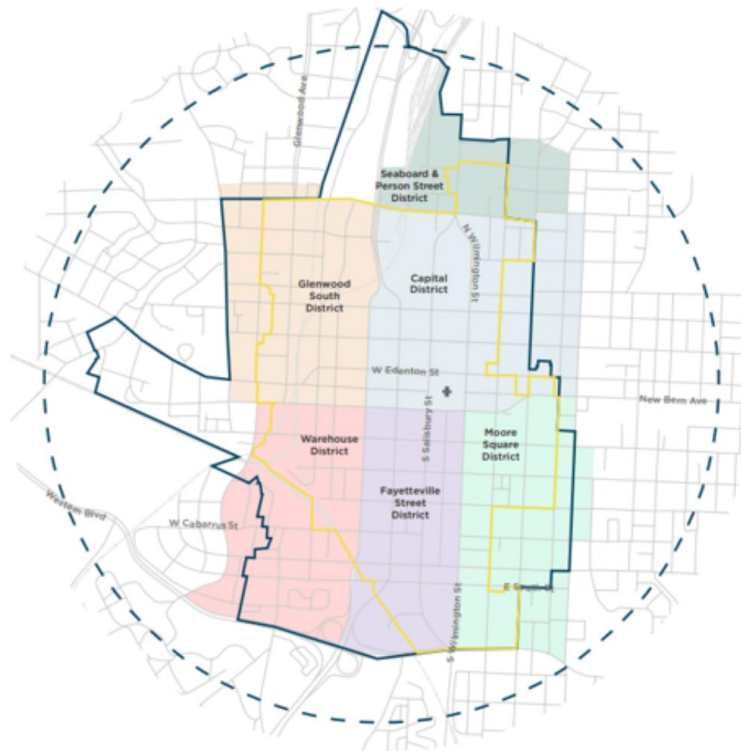
Evolving Employment Center:

Downtown's employment market has evolved from being a government center to having a dynamic tech and creative sector. In the past 15 years, downtown also had several major economic development wins with the recruitment of Red Hat, a large cloud-based software company now owned by IBM, coming to downtown in 2012. In 2014, another tech company, Citrix, opened a large office in downtown's Warehouse District.

Downtown also has incubated rapidly growing tech companies, such as Pendo, which began with 4 employees in one of downtown's co-working spaces in 2013, and now anchors a new Class A skyscraper with hundreds of employees. Additionally, downtown has more traditional office tenants and employers more associated with a state capital such as state and local government, law firms, nonprofits, Duke Energy, regional offices for banks, and large concentration of architecture and engineering firms. Downtown and this entire region is still less oriented towards Fortune 500 headquarters than some peer markets such as Charlotte and Atlanta.

Downtown entered the pandemic as the Triangle's densest office market, offering a unique urban environment in a region defined by one of the most successful office park developments in the U.S. with Research Triangle Park.

Distinct Districts:



Over the course of the previous decades, downtown also has developed several unique districts within itself that have their own character and dynamics, based on their building stock, development patterns, density and major anchors. Fayetteville Street is the core of downtown featuring both the tallest skyscrapers in the city, as well as some of the oldest buildings. To the east is Moore Square, centered on one of downtown's original squares with historic City Market and Marbles Kids Museum. Distinct Districts: The north-central section of downtown is known as the Capital District, which is primarily composed of the state government campus. On the western side of downtown, the Warehouse District has been downtown's most rapidly evolving district with historic brick buildings serving as the setting for arts, retail, residential, and co-working spaces. This district is also home to Raleigh Union Station and the future adjacent bus terminal, making it Raleigh's most concentrated, transit-oriented development area.

Recent Rapid Growth Since Great Recession:

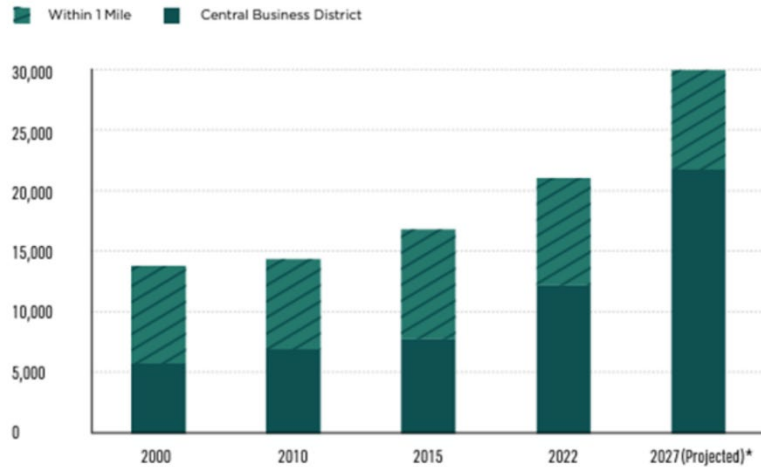
As Raleigh and downtown emerged from the recession, development shifted from condos towards more office and multi-family rental developments. Since 2015, downtown has seen 3,415 residential units delivered, dramatically transforming parts of downtown into residential neighborhoods. Additionally, new class A office towers opened not just in the Fayetteville Street corridor, but in Warehouse District and Glenwood South. And with new residents and workers came new restaurants and retail with downtown becoming a dining destination with the region's largest collection of James Beard Award nominated restaurants, as well as the largest collection of locally-owned retail in the region.

Downtown's attractions saw a more than 50% increase in visitors from 2009-2019. Downtown's growth also brought the much-sought after grocery stores to services a rapidly growing population.

DOWNTOWN POPULATION 2000-2027

An estimated **21,000+** people live within one mile of the center of downtown, which is projected to **increase** to more than **30,000+** people in the next five years.

The population within the Central Business District has **increased by 76%** since 2010 and continues to grow at a faster rate than the Raleigh metro area.



Source: U.S. Census, ESRI Business Analyst, DRA * Assumes 75% of pipeline units will deliver within the next 5 years

Transportation Investments:

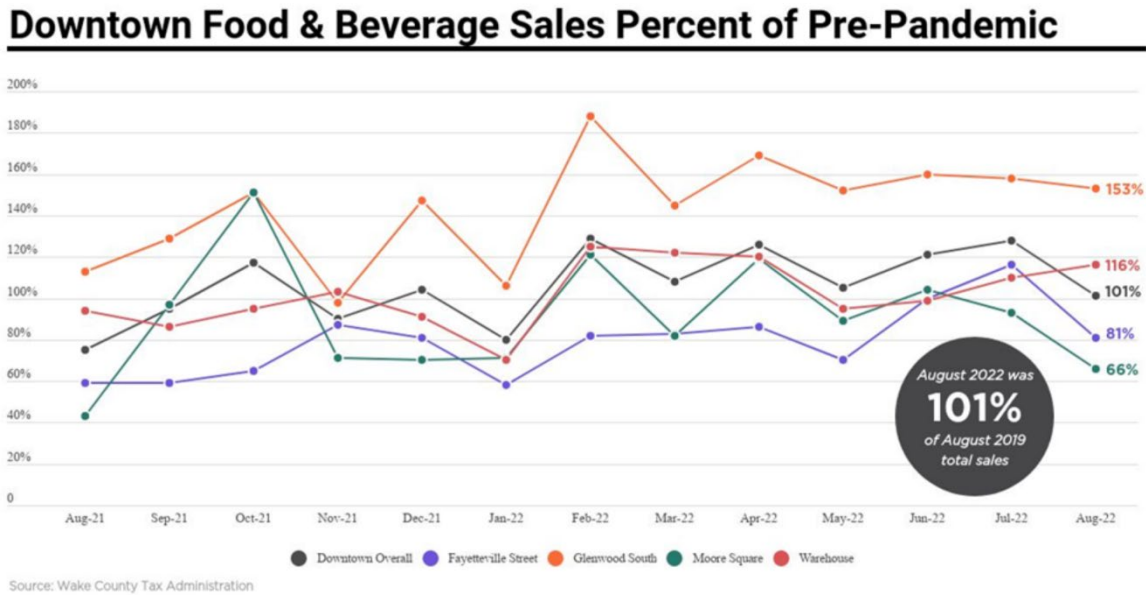
Over the past decade, Raleigh has made significant transportation investments in downtown Raleigh and positioned downtown as the center of an expanding transit system. In 2016, Wake County passed a transit referendum that will fund four Bus Rapid Transit (BRT) lines that will run along major corridors in/out of downtown. The first line will begin construction in early 2023. In 2018, Raleigh Union Station, a \$120 million multi-modal center and train station in a former warehouse, opened and has daily Amtrak passenger rail trips to Charlotte, Richmond, Washington DC and other cities. The station is primed to host commuter rail trips, if proposed lines are built out, and additional train travel. The neighboring warehouse is now under construction for an adjacent bus terminal that will host regional bus trips. Additionally, the City has invested in new bike lanes and converting one-way streets to two-way traffic.

Challenges and Growth Since 2020:

In 2020, the onset of the pandemic and then damage from civil unrest created a new paradigm for Downtown Raleigh, as it did for many other center cities across the country. Offices emptied out, streets became quieter and storefront businesses struggled. Near term recovery is occurring, but the pandemic, as well as persistent issues before the pandemic, have raised questions on how we move forward and stay competitive as a city center.

In 2022, Downtown Raleigh has seen a major increase in foot traffic and sales, but is still seeing less office workers and activity than before the pandemic, particularly in our core. Our activity has shifted more heavily towards weekends than prior to the pandemic, with weekend activity now well exceeding pre-pandemic in terms of sales and foot traffic. Since the onset of the pandemic, downtown has seen a shift in activity towards the west side of downtown with the central and eastern portion of downtown still seeing a lower level of activity. Our main street, Fayetteville Street, has more than a dozen vacancies and is in need of a refresh with some issues even pre-dating the pandemic. Downtown also has a significant amount of office space that is dealing with the same trends across the country of considering how to be re-positioned in a new world of hybrid work and in a very competitive office market regionally. Additionally, downtown continues to need more diverse business ownership to better reflect our larger community and looks to emerge from these crises both better and different than before.

After 2+ years, Downtown Raleigh’s strengths and challenges increasingly seem settled into more hardened patterns with some areas thriving, while others continue to struggle. Some issues can be addressed, such as public realm investments and ensuring stronger service delivery in cleanliness, safety and other areas that help bolster confidence and improve the experience in a downtown. But downtown is in need of a strategic pivot to both fully recover and really be repositioned for the future. As such, this study will be concentrated around the need for recovery in our core district, plan for positioning our office space moving forward, improving opportunities for all, and the need for the next great ideas to really stimulate our downtown economy.



Downtown Raleigh has benefited tremendously over the past two decades from forward looking planning and then alignment with the community on execution of those plans. As detailed above, Downtown Raleigh’s recent growth and trajectory began with the 2005 Livable Streets Plan and execution of its five main recommendations. That plan stimulated several hundred million in investment in downtown through the Convention Center, Fayetteville Street, and conversion of one-way streets.

A decade later, in 2015, DRA and the City of Raleigh jointly funded a 10-year Downtown Master Plan for future growth and development. That plan made a series of recommendation on land use, transportation investments, greenspace and regulatory changes. That plan also included an economic development component that is now largely obsolete, as it mostly focused on recruitment of grocery stores and standing up grant/loan programs to facilitate retail.

Grocery stores were successfully recruited and both DRA and the City have grant programs to benefit new and expanding storefront businesses. Additionally, most of the major projects included in that plan have been built or are underway, leaving downtown in need of its next big idea.

Rather than wait for another master plan and while still within the 10-year timeframe of the previous plan, DRA is studying downtown economic development in the context of changes that came during the past two years. This plan will examine challenges and identify strategies and solutions to help downtown’s economy recover. The final product would have recommendations and strategies for achieving identified outcomes for the main four areas of study that are aligned to our greatest needs of today.

AVAILABLE RESOURCES

[2015 Downtown Plan](#) Most recent downtown master plan, in need of updating the economic development recommendations, as well as identify next generation of catalytic projects.

[2005 Livable Streets Plan](#) Downtown plan the led to Fayetteville Street re-opening and Convention Center among other recommendations.

[2022 State of Downtown Report](#) Most recent report on downtown's economy with population trends, development pipeline, and future projects all laid out. New report published in August 2022.

[2021 Downtown Raleigh Public Realm Study](#) Intended to guide City on how to handle long term future of pandemic related public realm policies such as outdoor dining and curbside access, plus provided ideas on ways to reinvigorate public space to bring people back downtown.

[2018 Downtown Transportation Plan](#) Provides guidance for transportation investments in downtown, including Bus Rapid Transit, cycling, pedestrian improvements.

[2030 Raleigh Comprehensive Plan](#) This plan guides Raleigh's growth and is used in zoning and land use decision making by Raleigh's municipal government.

[DRA Quarterly Market Report](#) DRA releases regular quarterly reports on downtown's economy including sales, new developments, pedestrian traffic, announcements, storefront openings and other metrics.

[Wake County Destination Strategic Plan](#) Visit Raleigh is the region's convention and visitors bureau with this plan setting strategic direction for how to increase visitation in Raleigh through major investments and positioning.

APPENDIX II

CONTRACT STANDARD TERMS AND CONDITIONS

The contract terms provided herein shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. 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. No exceptions to the City's standard terms and conditions will be considered by the City 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 objections to standard City of Raleigh contract provisions that the City determines to be unacceptable.

1. Compensation; Time of Payment

The standard City of Raleigh payment term is NET 30 days from the date of invoice, subject to verification by the City of the acceptability of submitted work product. For prompt payment all invoices should be emailed to (accountspayable@raleighnc.gov) or mail to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590. All invoices must include the Purchase Order Number. Invoices submitted without the correct purchase order number will result in delayed payment.

2. Workmanship and Quality of Services

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

3. Non-discrimination

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

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

4. 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.

5. Assignment

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

6. 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.

7. 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.

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

Additional Insured – Contractor agrees to endorse the both the City of Raleigh and Downtown Raleigh Alliance as 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**'. **Downtown Raleigh Alliance shall be named as additional insured as well.**

Certificate of Insurance – Contractor agrees to provide the City of Raleigh and Downtown Raleigh Alliance 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**

and

**Downtown Raleigh Alliance
333 Fayetteville Street
Suite 1150
Raleigh, NC 27604**

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 and Downtown Raleigh Alliance 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.

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

8. 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, including Downtown Raleigh Alliance and its offices 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, including Downtown Raleigh Alliance and its offices 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.

9. 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.

10. 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.

11. 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.

12. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions

The City of Raleigh has developed proprietary branding (the “City Brand”) centered around the Raleigh tree mark logo (the “Tree Logo”). The City’s exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Contractor acknowledges and understands that the City is not conferring any license to Contractor under this Agreement to use or depict the Tree Logo or other aspects of the City Brand.

Contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Contractor for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Contractor shall proceed under the auspices and direction of the City’s Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

13. Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

14. Laws/Safety Standards

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the

label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

a. **Accident Prevention**

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

b. **Environmental Protection**

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

c. **Employee Education and Training**

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

15. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

16. Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

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

17. Right to Audit and Access to Records

- a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
- b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

18. E – Verify

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. § 64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. § 64-25 et seq.

APPENDIX III

EXCEPTIONS TO THE RFP

CHECK ONE:

- NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFP.
- REQUESTED 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					

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.

Authorized Signature:

Printed Name of Signer:

Title:

Firm:

Date: