

REQUEST FOR PROPOSALS

OUT OF SCHOOL TIME PROGRAM

RFP # 269-2019-041



CHARLOTTESM

**CITY OF CHARLOTTE
NORTH CAROLINA**

DECEMBER 14, 2018

REQUEST FOR PROPOSALS
RFP # 269-2019-041
Out of School Time Program

December 14, 2018

Dear Sir or Madam:

The City of Charlotte, North Carolina, is accepting Proposals for its Out of School Time Program. This is a resolicitation of RFP #269-2019-016.

If an Organization submitted a Proposal for RFP #269-2019-016, it has the following options:

- The Organization may rescind its originally-submitted Proposal and submit a new Proposal in response to this resolicitation;
- The Organization may have its originally-submitted Proposal serve as submission for this new RFP 269-2019-041. If the Organization chooses this option, it **must** submit a letter in writing stating this to the address listed in Section 2.3 by the Proposal deadline; or
- The Organization may rescind its originally-submitted Proposal and choose not to submit a new Proposal.

The requirements for submitting a Proposal are stated in the attached Request for Proposals (the “RFP”). Please review them carefully. An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Krystal King at ksking@charlottenc.gov.

All interested Organizations should return a completed Request For Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in the schedule in Section 2.1 of this RFP. Only those Organizations that have not already submitted a Form 1 are requested to do so. If an Organization submitted Form 1 as part of the original solicitation (RFP #269-219-016), it does **not** need to resubmit this form.

All Proposals are due to City of Charlotte Finance Department, City Procurement, 9th Floor, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **JANUARY 2, 2019, at 12:00 p.m.**

An electronic copy of the Proposal in a searchable format such as MS Word or Adobe Acrobat on two (2) flash drives and two (2) unbound original Proposals signed in ink by an Organization official authorized to make a legal and binding offer must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals
Attention: Krystal King
[Name of Organization Submitting Proposal]
Out of School Time Program
RFP # 269-2019-041

RFP questions must be directed to Krystal King, Finance Department – City Procurement, per the enclosed instructions in Section 2.3. The City is an equal opportunity purchaser.

Sincerely,

Kay Elmore
Chief Procurement Officer

cc: RFP Project Team
RFP file

Checklist for submitting a Proposal:

Step 1-Read the document fully.

Step 2-If you plan on submitting a Proposal then fax or email **Form 1 in Section 6** to the number or email address listed on the sheet.

Steps 3-If you have any questions send them before the deadline listed in **Section 2.3**.

If you plan to submit a Proposal you must follow this checklist, and must include everything detailed below.

Proposal Copies - Please provide the specified number for each format

- 1 electronic copy on 2 flash drives
- 2 unbound signed paper copies marked "Original"

Proposal Format - Proposals should be formatted as follows:

- Cover Letter per **Section 4.1.1**
- Program Description per **Section 4.1.2**
- Proposed Solution per **Section 4.1.3**
- Section 6, Form 2, Addenda Receipt Confirmation**
- Section 6, Form 3, Proposal Submission**
- Section 6: Required Form 4A - Current Program Worksheet**
- Section 6: Required Form 4B - Proposed Program Worksheet**
- Section 6, Form 5, MWSBE Utilization**
- Section 6, Form 6, Organization's Background Response**
- Section 6: Required Form 7 – Organization's Program Staffing Information**
- Section 6: Required Form 8 – Organization's Goals and Outcomes Matrix**
- Section 6: Required Form 9 – Organization's Program Partnerships**
- Section 6: Required Form 10 – Organization's Program Budget**
- Section 6, Form 11, Certification Regarding Debarment, Suspension and Other Responsibility Matters**
- Section 6, Form 12, Byrd Anti-Lobbying Certification**
- Exceptions to any part of the RFP (If you take any exceptions to anything in this document list it in a category in your Proposal called "Exceptions" and offer an alternative solution).

The above items constitute all that must be included in the Proposal. If awarded a contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in Exhibit A, Section 9.

It is the Organization's responsibility to check www.ips.state.nc.us or the City's [Contract Opportunities Site](#) for any addenda or changes to this Project. Search for bid # 269-2019-041 to find if any documents or changes have been posted.

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Section 1

Introduction and General Information

1. INTRODUCTION.

1.1. Objective.

The objective of this RFP is to solicit Proposals that will enable the City to determine which Organizations and Proposed Solutions will best meet the City's needs for providing Out of School Time programs to the local Charlotte community.

1.2. Definitions.

As used in this RFP, the following terms shall have the meanings set forth below:

Acceptance: Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.

Affiliates: Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs services.

Attendance-Eligible

Program Enrollment: Refers to the number of Students who are actively registered in the OST Program and who are present a minimum of 50% of the Program days. Percentage is calculated by determining Students who are present 50% of the Program days divided by the Sub-recipient's stated monthly target number.

Charlotte Business

Inclusion/CBI: Refers to the Charlotte Business Inclusion office of the City of Charlotte.

Charlotte Business

Inclusion/CBI Policy: Refers to the City of Charlotte policy that governs the CBI program.

Charlotte Combined

Statistical Area/CSA: Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (i) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (ii) the South Carolina counties of Chester, Lancaster, and York; a criteriON used by Charlotte Business INclusion to determine eligibility to participate in the program.

Charlotte-

Mecklenburg Schools/

CMS: Refers to the public school system in Mecklenburg County, North Carolina.

City:

Refers to the City of Charlotte, North Carolina.

City Project

Manager:

Refers to a specified City employee representing the City's best interests in this Project.

Code of Federal

Regulations/CFR:

Refers to the codification of the general and permanent rules published by the Federal Government.

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<i>Community Development Block Grant/CDBG:</i>	Refers to the federally-funded grant program run by the United States Department of Housing and Urban Development (HUD) that provides government entities with resources to address a wide range of community development needs.
<i>Contract:</i>	Refers to a written agreement executed by the City and the Organization for all or part of the Services.
<i>Contract Term:</i>	Refers to the length of time the Contract shall remain in effect. For purposes of this RFP, assume an initial term of one (1) year, with the City having an option to renew for one (1) additional consecutive one (1) year term thereafter.
<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Organization is required to deliver to the City in connection with the Contract.
<i>Department:</i>	Refers to a department within the City of Charlotte.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Organization or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Evaluation Committee:</i>	Refers to a City appointed committee that will evaluate Proposals and identify the Organization(s) best meeting the needs of the City.
<i>Every Student Succeeds Act/ESSA:</i>	Refers to the federal education act that governs the K-12 public education policy.
<i>Faith-based Organization:</i>	Refers to a religious organization and other charitable organizations affiliated or identified with one or more religious organizations.
<i>Federal Funds:</i>	Refers to funds applied for and to be received from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383.
<i>Financial Partner:</i>	Refers to an organization with which the City of Charlotte contracts on an annual basis to provide specific services to address strategic priorities and concerns of the community.
<i>Housing & Neighborhood Services/HNS:</i>	Refers to the Housing & Neighborhood Services Department of the City of Charlotte.
<i>Housing and Urban Development/HUD:</i>	Refers to the Department of Housing and Urban Development (HUD), which is the federal agency responsible for national policy and programs that address America's housing needs, improve and develop the Nation's communities, and enforce fair housing laws.

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<i>Limited English Proficiency/LEP:</i>	Refers to a person who does not speak English as his/her primary language and has a limited ability to speak, read, write, or understand the English language.
<i>Local Education Agency/LEA:</i>	Refers to a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform service functions for public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision.
<i>Median Family Income/MFI:</i>	Refers to family income estimates, as defined by the United States Department of Housing and Urban Development (HUD) for each metropolitan area and non-metropolitan county. MFI is calculated with adjustments for family size and for areas that have unusually high or low income-to-housing-cost relationships.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (iii) has a significant business presence in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>MWSBE Goal:</i>	If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one, combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.
<i>Non-English Proficient/NEP:</i>	Refers to a person who cannot speak or understand the English language at any level.
<i>Non-Profit 501(c)(3) Organization:</i>	Refers to a corporation or an association that conducts business for the benefit of the general public without shareholders and without a profit motive.
<i>Organization:</i>	During the solicitation process, refers to an Organization that has interest in providing the Services. After the solicitation process, refers to an Organization that has been selected by the City to provide the Services.

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<i>Organization Project Manager:</i>	Refers to a specified Organization employee representing the best interests of the Organization for this Project.
<i>Out of School Time/ OST Program(s):</i>	Refers to an enrichment program offered to youth from qualified low-income families to encourage learning and development outside of the typical school day. Eligible OST Programs must also meet the requirements for the School-Year and, if applicable, Summer Program, as defined in this section and throughout the RFP.
<i>Project:</i>	Refers to the City's need for an Organization to provide an Out of School Time Program for the City.
<i>Proposal:</i>	Refers to the proposal submitted by an Organization for the Services as outlined in this RFP.
<i>Quality of Life Study:</i>	Refers to a collection of social, crime, physical, economic and environmental conditions that provide a snapshot of the health of the City of Charlotte.
<i>School-Year Program:</i>	Refers to a period of performance from September 1 until the last Charlotte-Mecklenburg Schools (CMS) day of the school year. An Organization is required to run a program where each Student served is required to attend five (5) days per week, at a minimum of three (3) hours per day for each day CMS is in operation.
<i>Services:</i>	Refers to the Out of School Time Program as requested in this RFP.
<i>Small Business Enterprise/SBE:</i>	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Organization or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
<i>Student(s):</i>	Refers to an unduplicated participant in the Out of School Time programs.
<i>Subcontracting Goals:</i>	Refers to the SBE, MBE, WBE, and MWSBE Goals established by the City for an RFP and resulting Contract.
<i>Sub-recipient:</i>	Refers to an Organization that has been selected by the City to provide the Services.
<i>Summer Program:</i>	Refers to a component of a Year-Round Program, where an Organization is required to run a program where each Student served is required to attend five (5) days per week, at a minimum of six (6) hours per day for at least six (6) weeks during Charlotte-Mecklenburg Schools (CMS) summer break. The timeframe is June 1 to August 31 for the performance period. Programs that provide summer-only services are ineligible to apply for this grant.

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- Trade Secrets:* Information of the City or any of its suppliers, contractors or licensors: (i) that derives value from being secret; and (ii) that the owner has taken reasonable steps to keep confidential. See N.C. Gen. Stat. § 66-152 et seq. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- Vital Document(s):* Refers to any document that is critical for ensuring meaningful access to a recipient’s major activities and programs by beneficiaries generally and LEP/NEP persons specifically. Whether or not a document (or the information it solicits) is "vital" may depend upon the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner. For instance, applications for auxiliary activities, such as certain recreational programs in public housing, would not generally be considered a vital document, whereas applications for housing would be considered vital. However, if the major purpose for funding the recipient were its recreational program, documents related to those programs would be considered vital. Where appropriate, recipients are encouraged to create a plan for consistently determining, over time and across its various activities, what documents are "vital" to the meaningful access of the LEP/NEP populations they serve.
- Women Business Enterprise (WBE):* Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one or more persons who are female; and (iii) has a significant business presence in the Charlotte Combined Statistical Area.
- Work Product:* Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Organization in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.
- Year-Round Program:* Refers to an Out of School Time Program that offers both a School-Year **and** Summer Program, as defined in this Section and throughout the RFP.

1.3. Accuracy of RFP and Related Documents.

Each Organization must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Organizations may not rely on any oral statement by the City or its agents, advisors, or consultants.

If an Organization identifies potential errors or omissions in this RFP or any other related documents, the Organization should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification

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necessary. Each Organization requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in RFP Section 2.

1.4. City's Rights and Options.

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

- 1.4.1. To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, or to cancel this RFP, at any time;
- 1.4.2. To require any Organizations to supplement or clarify its Proposal or provide additional information relating to its Proposals;
- 1.4.3. To investigate the qualifications, experience, capabilities, and financial standing of each Organization submitting a Proposal;
- 1.4.4. To waive any defect or irregularity in any Proposal received;
- 1.4.5. To reject any or all Proposals;
- 1.4.6. To share the Proposals with City employees and contractors in addition to the Evaluation Committee as deemed necessary by the City;
- 1.4.7. To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Organizations deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;
- 1.4.8. To discuss and negotiate with any Organization(s) their Proposal terms and conditions, including but not limited to financial terms; and
- 1.4.9. To terminate discussions and negotiations with any Organization at any time and for any reason.

1.5. Expense of Submittal Preparation.

The City accepts no liability, and Organizations will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

1.6. Proposal Conditions.

The following terms are applicable to this RFP and the Organization's Proposal.

- 1.6.1. **RFP Not An Offer.**
This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Organization execute a Contract. No recommendations or conclusions from this RFP process concerning the Organization shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.
- 1.6.2. **Trade Secrets and Personal Identification Information**

Definition.

Upon receipt by City Procurement, all materials submitted by an Organization (including the Proposal) are considered public records except for (i) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade

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Secrets”) or (ii) “personally identifiable information” protected by state or federal law, to include, but not be limited to, Social Security numbers, bank account numbers, and driver’s license numbers (“Personally Identifiable Information” or “PII”).

Instructions for Marking and Identifying Trade Secrets.

If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified in accordance with this Section 1.6.2 by clearly separating them from the rest of the Proposal. For hard copy documents, it must be submitted in a separate, sealed envelope, marked either “Personally Identifiable Information – Confidential” or “Trade Secret—Confidential and Proprietary Information.” For electronic submissions it must also be submitted on a separate CD or flash drive. In both hard copy or electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

Availability of Proposals to City Staff and Contractors.

By submitting a Proposal, each Organization agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

Availability of Proposals via Public Records Requests.

Any person or entity (including competitors) may request Proposals submitted in response to an RFP. Only those portions of RFPs properly designated as Trade Secret or PII are not subject to disclosure. The public disclosure of the contents of a Proposal or other materials submitted by an Organization is governed by N.C. Gen. Stat. §§ 132 and 66-152, et seq.

When determining whether to mark materials as Trade Secret, please note the following:

- Entire Proposals may not be marked as Trade Secret
- Pricing may not be marked as Trade Secret

The City may disqualify and Organization that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret or PII. Each Organization agrees to indemnify, defend, and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Organization has designated as a Trade Secret or PII. This includes an obligation on the part of the Organization to defend any litigation brought by a party that has requested Proposals or other information that the Organization has marked Trade Secret or PII.

1.6.3. Amendments to RFP.

If the City amends this RFP, addenda will be posted to the IPS website at www.ips.state.nc.us and the City’s [Contract Opportunities Site](#). Organizations are required to acknowledge receipt of each addendum by including the Addenda Receipt Confirmation Form (Section 6, Form 2) with their Proposals.

1.6.4. Proposal Terms Firm and Irreversible.

The signed Proposal shall be considered a firm offer on the part of the Organization. The City reserves the right to negotiate price and other terms. All Proposal elements

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(including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Organization chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election.

1.6.5. Proposal Binding for 365 Days.

Section 6, Form 3 contains a statement to the effect that the Proposal is a firm offer for three hundred sixty-five (365) day period from the date of the opening. This statement must be signed by an individual authorized to bind the Organization. All prices quoted shall be firm and fixed for the full Contract period. The City shall have the option to accept subject to exception by Contract.

1.6.6. Charlotte Business INclusion Program.

Pursuant to Charlotte City Council's adoption of the Charlotte Business INclusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) that have a significant business presence in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: www.charlottebusinessinclusion.com.

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

The Subcontracting Goal for this Project has been set at 1% and may be met with MWSBE(s). The Organization is required to submit Section 6, Form 5 attached herein. Failure to submit this form with the Proposal shall render the Proposal non-responsive.

1.6.7. Subcontracting.

The Organization given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Organization shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.

1.6.8. Equal Opportunity.

The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Organizations regardless of race, color, religion, age, sex, and national origin or disability.

1.6.9. Use of City's Name.

No advertising, sales promotion, or other materials of the Organization or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.

1.6.10. Withdrawal for Modification of Proposals.

Organizations may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date. Only formal written requests addressed in the same

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manner as the Proposal and received by the City prior to the Proposal due date will be accepted. The request must be in a sealed envelope that is plainly marked "Modifications to Proposal." No oral modifications will be allowed. If the Organization complies with this Section, after the Proposal due date, the Proposal, will be withdrawn or corrected in accordance with the written request(s).

1.6.11. No Bribery.

In submitting a response to this RFP, each Organization certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.

1.6.12. Exceptions to the RFP.

Other than exceptions that are stated in compliance with this Section and Section 4.1.5, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language included in Exhibit A. An "exception" is defined as the Organization's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Sample Contract language included as in Exhibit A. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Organization provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Organization's solution, must be described in detail.

1.6.13. Fair Trade Certifications.

By submitting a Proposal, the Organization certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Organization and will not knowingly be so disclosed prior to the Proposal due date; and
- No attempt has been made or will be made by the Organization to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

1.6.14. Organizations' Obligation to Fully Inform Themselves.

Organizations or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Organization's own risk.

Section 2 Procurement Process

2. PROCUREMENT PROCESS.

This Section 2 contains information about the procurement process for this Project.

2.1. Schedule and Process.

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
December 14, 2018	<i>Issuance of RFP.</i> The City issues this RFP.
December 21, 2018	<i>Request for Proposals Acknowledgement.</i> Organizations that intend to submit a Proposal shall submit the RFP Acknowledgement Form by this date to the email or fax number listed in Section 2.3 below. See Section 2.2 below for additional instructions.
December 21, 2018	<i>Submission of Written Questions.</i> Organizations are permitted to submit written questions for purposes of clarifying this RFP. All submissions must be received by 10:00 a.m. pursuant to the instructions in Section 2.3 below.
January 2, 2019	<i>Proposal Submission.</i> Proposals are due by 12:00 p.m. to the address listed in Section 2.3 below.
January 2, 2019 – January 25, 2019	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Organizations.
February 20, 2019	<i>Presentation of Funding Recommendation to Council Budget Workshop.</i>
September 1, 2019	<i>Services Commence.</i> Organization begins providing an Out of School Time Program.

2.2. Intent to Propose.

Please acknowledge receipt of this RFP via email or facsimile by **December 21, 2018**, using the Request for Proposals Acknowledgement Form located in Section 6, Form 1. Complete the form in its entirety advising the City of your firm’s intention to submit or not submit a Proposal. Email or fax a copy of the completed and signed form to the email address or number in Section 2.3. Organizations shall not be precluded from submitting a Proposal if they fail to submit this form.

Only those Organizations that have not already submitted a Form 1 are requested to do so. If an Organization submitted Form 1 as part of the previous solicitation (RFP #269-2019-016), it does not need to resubmit this form.

2.3. Interpretations and Addenda.

Questions regarding this RFP may be submitted in writing to the Procurement Officer at the e-mail address listed below. Other than this permitted method, Organizations should refrain from contacting City staff prior to the Proposal deadline. **The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement Officer.**

Section 2

Procurement Process

Krystal King
City of Charlotte
Finance Department – City Procurement
600 East 4th Street, CMGC 9th Floor
Charlotte, NC 28202
RFP # 269-2019-041
Fax: 704-632-8581
E-mail: ksking@charlottenc.gov

When submitting questions, please reference the RFP page and topic number. In order for questions to be addressed, they must be submitted by **10:00 a.m. on December 21, 2018**. In the case of questions not submitted by the deadline, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal deadline.

When responding to Organization questions or issuing addenda to the RFP, the City will post the answer or information to the Internet at <http://www.ips.state.nc.us> and the City's [Contract Opportunities Site](#), referencing solicitation # 269-2019-041. Organizations are required to acknowledge their receipt of each addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 2).

2.4. **Submission of Proposals.**

Proposals must be in the format specified in Section 4 of this RFP. One (1) electronic copy on two (2) flash drives in a searchable format such as MS Word or Adobe Acrobat and two (2) unbound original Proposals signed in ink by an Organization official authorized to make a legal and binding offer shall be **submitted to the address listed in Section 2.3 above by January 2, 2019, on or before but no later than 12:00 p.m.** The original Proposals shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information.

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. **Proposals sent by fax or email will not be accepted.**

Due to security measures at the Charlotte-Mecklenburg Government Center (CMGC), sealed box(es), including any portions marked as Confidential/Trade Secret, may be searched and thoroughly inspected prior to admittance. Please allow time for this search to take place and to re-seal the box if delivering your Proposal in person to the CMGC.

Do not arrive at City Procurement on the Proposal due date for the purposes of reviewing your competitors' Proposals. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved. All Proposals will be time-stamped upon receipt and held in a secure place until opening.

2.5. **Correction of Errors.**

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Organization further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

2.6. **Evaluation.**

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Organizations. Discussions might be held with individual Organizations to determine in greater detail the Organization's qualifications, to explore with the Organization

Section 2

Procurement Process

the scope and nature of the required contractual Services, to learn the Organization's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion require one or more Organizations to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Organization may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Organizations will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Organization's best offer for performing the Services described in this RFP.

2.7. Contract Award by Council.

As soon as practical after opening the Proposals, the name of the apparent successful Organization will be submitted to the Council for final approval of award and the Procurement Officer will provide Contract documents to the Organization. In the event the Council approval is not received within three hundred sixty-five (365) calendar days after opening of the Proposals, the Organization may request that it be released from the Proposal.

2.8. Vendor Inclusion.

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Organizations. Although Organizations are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Organizations must register with the City's vendor registration system.

Your registration provides the City with baseline information for your Organization including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your Organization desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

<http://charlottenc.gov/vendors>

3. SCOPE OF OUT OF SCHOOL TIME PROGRAM.

3.1. General Scope.

The City of Charlotte aims to improve neighborhood quality of life through a community engagement strategy that ensures children are safe, succeeding in school and supported by their community. An integral component to achieving this goal is providing funding to organizations that deliver high-quality out of school time services to children and youth in high-need neighborhoods.

Since 1978, the City has provided funding to agencies that offer Out of School Time (OST) enrichment programs to Students from low-income families. The programs can be provided at either neighborhood facilities or school facilities. This RFP is to solicit Organizations that provide these Services and evaluate their programs for potential City funding.

While the City is flexible with respect to certain elements of the OST Program, the City has specific requirements and preferences for the Service delivery method.

3.2. Out of School Time Program Goals.

The expected outcomes for children attending programs supported through the City's OST Program are:

- **Healthy Behavior:** Youth gain knowledge and build skills that promote health and wellness and reduce risk behavior. Health and wellness may include physical activity, healthy food choices, social-emotional health, and mental health. Risk behaviors may include aggression, substance use, delinquency, and sexual activity.
- **Learning, Aspiration, and Healthy Development:** Youth gain knowledge and build academic, social, and life skills that support literacy learning, aspiration, and healthy development. Academic outcomes may include subject-area skills, study habits, task persistence, school bonding, and educational expectations. Social outcomes may include cooperation, self-control, confidence, independence, curiosity, and communication. Life skills may include problem-solving, critical thinking, leadership skills, and self-sufficiency.
- **Youth-Community Connections:** Youth that participate in community life are exposed to diverse community experiences and build positive relationships with a variety of caring adults. The community supports youth, nurtures positive youth development, and values youth's contributions to the community.

3.3. City Responsibilities.

The City and the Organizations will have certain duties and responsibilities relative to the administration of the OST Program. The City is responsible for the following:

- Serving as the fiscal agent and grant administrator;
- Evaluating the eligibility of the Organizations proposing services;
- Disbursing funds to approved Organizations;
- Evaluating approved Organizations throughout the Contract terms to ensure compliance with program goals; and
- Serving as the conduit for any related items on the City Council agenda.

3.4. Organization Responsibilities.

The Organization shall:

- Provide a program that integrates opportunities to develop personal responsibility, self-direction, and leadership;

Section 3

Scope of Services

- Provide a program that will achieve the expected goals as explained in Section 3.2;
- Provide a parent or caregiver orientation process, which supports the development of the entire family unit;
- Provide materials and training to help parents or caregivers work with their children to improve their children's achievement;
- Establish a working relationship between their Organization and the local educational agencies or schools that their participating population attend;
- Provide Students with a variety of learning opportunities that will complement and enrich the Students. Such opportunities should include arts, cultural, and other community resources; and
- Provide opportunities to the Students to express their ideas, concerns and opinions.

3.5. Organization Qualifications.

The Organization shall have the following minimum qualifications to participate in the Proposal process:

- Be one of the following organization types:
 - Local Education Agency (LEA);
 - Non-Profit 501(c)(3) Organization; or
 - Faith Based Organization
- Have a history of providing continuous similar out of school time services for a minimum of three (3) years, with at least one (1) of those years being in Charlotte, North Carolina;
- Be licensed and registered to do business in North Carolina;
- Have the ability to serve a minimum of fifty (50) Students for either a school-year **or** year-round program, though Organizations are not required to request funding for all Students;
- Administer a school-year **or** year-round out of school time program. Funded Organizations are required to run a program in which each youth served is required to attend five (5) days per week, at a minimum of three (3) hours per day on each day that Charlotte-Mecklenburg Schools (CMS) is in operation with **or** without a summer program in which each youth served is required to attend five (5) days per week, at a minimum of six (6) hours per day for at least six (6) weeks during the CMS summer break. Programs that provide summer-only services are ineligible;
- Maintain a maximum ratio of one (1) adult to twenty (20) Students;
- Provide City-funded Services to Students at no or nominal cost. Organizations may choose to charge fees for those Services not funded by the City; and
- Have the following educational qualification for its staff:
 - Program Director will have a minimum of relevant two-year degree, and at least one (1) year supervisory experience providing services to pre-K, elementary, middle school, or high school youth;
 - Lead teachers must be at least twenty-one (21) years of age, have a high school diploma, and have a North Carolina early childhood administration credential, at a minimum;
 - Lead teachers must have or be enrolled in three (3) semester hours in early childhood education and/or child development;
 - One staff member who is knowledgeable of and able to recognize symptoms of illness; and
 - Staff members who have completed a basic first aid course must be present at all times when children are present. First aid training shall be renewed on or before the expiration date of the certification or every three (3) years, whichever occurs first.

Section 3 Scope of Services

3.6. Reporting Requirements.

The Organization shall ensure that all funds are expended on persons or services that are in conformance with all applicable federal, state, and local laws, regulations, and guidelines. If awarded funding, the Organization shall be responsible for compiling the following:

- Monthly progress reports, which include Student attendance, Student roster, Student demographics, and program activities provided for the indicated month;
- Quarterly comprehensive reports;
- Semi-annual Charlotte Business INCLUSION Utilization reports that detail the amount of Services provided by any MWSBE businesses;
- Student files, which include, but not be limited to, application, proof of income, proof of residence, and immunization record;
- Annual audit;
- Annual Tax Returns – Form 990; and
- Annual parent and Student surveys.

The Organization shall submit the monthly progress reports electronically by the 5th day of each month.

The Organization shall also submit the quarterly comprehensive reports electronically by the following dates:

Due date	Period covered in report
December 5, 2019	September 2019 – November 2019
March 5, 2020	December 2019 – February 2020
June 5, 2020	March 2020 – May 2020
September 5, 2020	June 2020 – August 2020

The Organization shall compile a fiscal sustainability plan for continuation of the program after the Contract ends. Also, the Organization shall conduct an annual external assessment and self-assessment of the program.

3.7. Training Plan.

The Organization shall provide training and support for all staff members, including administrators, in developing partnership skills. The training shall include understanding and appreciating diversity and developing skills to work with people from different backgrounds.

3.8. Security Requirements.

The Organization must define and demonstrate the security procedures it has in place. The City requires that security measures be taken. This includes both physical security and network security, in that the City's information and other documents and data are made available only to the Organization and parties that the City approves. A detailed description of the Organization's security procedures is requested in Section 6, Form 6 (Organization's Background and Experience).

3.9. Budget.

The City expects to establish a long-term relationship with its Out of School Time Program Organizations in order to permit costs and fees to be distributed properly over a sufficient time period. For purposes of this RFP and the Organization's Proposal, assume an initial term of one (1) year, with the City having an option to renew for one (1) additional consecutive one-year term thereafter, providing appropriate funding is available.

Section 3

Scope of Services

Regardless of exceptions taken, Organizations shall provide a budget based on the requirements and terms set forth in this RFP. The budget must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars rounded to the nearest quarter of a dollar. A budget worksheet is provided in Section 6, Form 10 to assist you.

Section 4

Proposal Content and Format

4. PROPOSAL CONTENT AND FORMAT.

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Organization's preference, the City requires strict adherence to the format. The Proposal will be in the format described below:

- A. Cover letter;
- B. Program Description;
- C. Proposed Solution;
- D. The "Addenda Receipt Confirmation" set forth in Section 6, Form 2;
- E. The "Proposal Submission" set forth in Section 6, Form 3;
- F. The "Current Program Worksheet" set forth in Section 6, Form 4A;
- G. The "Proposed Program Worksheet" set forth in Section 6, Form 4B;
- H. The "MWSBE Utilization" form set forth in Section 6, Form 5;
- I. The "Organization's Background Response" form set forth in Section 6, Form 6;
- J. The "Organization's Program Staffing Information" set forth in Section 6, Form 7;
- K. The "Organization's Program Goals and Outcomes Matrix" set forth in Section 6, Form 8;
- L. The "Organization's Program Partnerships" set forth in Section 6, Form 9;
- M. The "Organization's Program Budget" set forth in Section 6, Form 10;
- N. The "Certification Regarding Debarment, Suspension and Other Responsibility Matters" set forth in Section 6, Form 11;
- O. The "Byrd Anti-Lobbying Certification" set forth in Section 6, Form 12; and
- P. Exceptions to the Remainder of the RFP, including the Sample Contract in Exhibit A.

The City encourages Proposals to be compatible with the City's waste reduction goals and policies. Therefore, it is desired that all responses meet the following requirements:

- All Proposals be printed 8 1/2" x 11" format with all standard text no smaller than eleven (11) points;
- All copies be printed double-sided;
- All copies be printed on recycled paper (at least 30% post-consumer recovered material and at least 30% total recovered material);
- Unless necessary, all Proposal originals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as 3- ring binders, plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Glued materials, paper clips, and staples are acceptable; and
- Materials be submitted in a format that allows for easy removal and recycling.

Proposals must also include a CD or flash drive including the entire Proposal in a searchable format such as MS Word or Adobe Acrobat.

Organizations are required to organize the information requested in this RFP in accordance with the format and instructions outlined above and detailed below. Failure to do so may result in the City, at its sole discretion, deeming the Proposal non-responsive. The Organization, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.

4.1. Proposal Content.

4.1.1. Cover Letter.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers of the Organization

Section 4

Proposal Content and Format

along with the name, title, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Organization's understanding of the Project and a summary of the approach to perform the Services.

4.1.2. Program Description.

The Proposal must include a program description providing an overview of the Organization's program. Describe the Organization's general management philosophy, approach to youth development, mission statement, family and community engagement, and program activities.

4.1.3. Proposed Solution.

Given the purpose of this Project and the City's goals as stated in this RFP, provide a creative solution to meet such goals. **For each component of the Project described in Section 3, state whether and how your Proposed Solution complies as well as any additional information requested.** If you wish to add supplemental information, it shall be labeled "Supplemental Information."

4.1.4. Required Forms.

To be deemed responsive to this RFP, Organizations must complete, in detail, all Proposal Forms listed in this Section 4, items numbered D through O.

4.1.5. Exceptions to the RFP.

Exceptions must be submitted in accordance with Section 1.6.12 of this RFP. If exceptions are not identified in your Proposal they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample Contract prior to signature, reviews must be completed before your Proposal is submitted.

The City intends to enter into a City-drafted Contract with the successful Organization that contains the terms and conditions set forth in Exhibit A ("Sample Terms"). The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City's evaluation criteria.

Accordingly, each Organization must state specifically in its Proposal any exceptions to the Sample Terms, or any such exceptions will be waived. Any Organization-proposed additional terms or conditions must also be included in the Proposal, and the City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Organization's Proposal and be grounds for revoking the award.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City's best interest to do so.

Section 5

Evaluation Criteria

5. PROPOSAL EVALUATION CRITERIA.

Proposals will be evaluated based on the Organization's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Organization to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Organization's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Services and requested herein. Failure of any Organization to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the City based on, but not limited to, the criteria below. The City reserves the right to modify the evaluation criteria or waive portions thereof. Proposals will be evaluated on the following major categories:

- a. Qualifications and Experience;
- b. Project Approach and Proposed Solution;
- c. Cost Effectiveness and Value;
- d. MWSBE inclusion efforts; and
- e. Acceptance of the Terms of the Contract

5.1. Qualifications and Experience

Organizations will be evaluated on the background and experience information provided in Section 6, Form 6.

5.2. Project Approach / Proposed Solution.

Organizations will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the City's, and the feasibility of the Organization's approach for the provision of the Services.

5.3. Cost Effectiveness and Value.

Under this criterion, Proposals will be compared in terms of the most reasonable and effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services and administration of the Contract.

5.4. MWSBE Subcontractor Utilization.

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process. For the purposes of this RFP, the City will consider an Organization's MWSBE certification and/or MWSBE subcontracting inclusion efforts. To count towards a Department MWSBE Goal, MWSBE certified Organizations and/or their MWSBE subcontractors must meet the following certification criteria prior to Proposal submission:

- Be designated as a City certified SBE; and/or
- Be designated as a City registered MBE or WBE

MWSBE utilization is only one (1) criterion considered in the totality of all criteria listed in this Section 5.

5.5. Acceptance of the Terms of the Contract.

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided in Exhibit A. Regardless of exceptions taken, Organizations shall provide pricing based on the requirements

Section 5

Evaluation Criteria

and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 1.6.12 and 4.1.5 of this RFP.

Section 6
Required Forms

REQUIRED FORM 1 - REQUEST FOR PROPOSALS ACKNOWLEDGEMENT

RFP # 269-2019-041

Out of School Time Program

The Organization hereby certifies receipt of the Request for Proposals for the City of Charlotte, North Carolina RFP #269-2019-041, Out of School Time Program. This form should be completed upon receipt of the City's Request for Proposals and faxed or emailed in time for the City to receive it by or before **December 21, 2018. Organizations that have already submitted a Form 1 in response to the original solicitation (RFP# 269-2019-016) do NOT need to resubmit this form.** Failure to submit this form by the designated date shall not preclude the Organization from submitting a proposal. Please fax or email the completed Request for Proposals Acknowledgement Form to the attention of:

Krystal King
Finance Department – City Procurement
Fax: 704-632-8581
Email: kking@charlottenc.gov

Date: _____

Authorized Signature: _____

Title: _____

Organization Name: _____

Contact Name: _____

Contact E-mail address: _____

Please check the appropriate space below and provide the requested information:

_____ **We plan on submitting a Proposal**

_____ **We do not plan on submitting a Proposal**

Reason: _____

Section 6
Required Forms

REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION

RFP # 269-2019-041

Out of School Time Program

A question and answer period was conducted as part of the process for the original solicitation (RFP# 269-2019-016). One (1) addendum was released and can be accessed under RFP # 269-2019-041 at the NC IPS website and the City's Contracting Opportunities site.

Please acknowledge receipt of **all** addenda by including this form with your Proposal. **All** addenda will be posted to the NC IPS website at www.ips.state.nc.us and the City's Contract Opportunities Site at <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

ADDENDUM #:

**DATE ADDENDUM
DOWNLOADED FROM NC IPS:**

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

(Please Print Name)

Date

Authorized Signature

Title

Organization Name

Section 6
Required Forms

REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM

RFP # 269-2019-041

Out of School Time Program

This Proposal is submitted by:

Organization Name:			
Federal Identification Number:			
Type of Organization (Check One):	<input type="checkbox"/> 501 (c)(3) Nonprofit Organization		
	<input type="checkbox"/> Local Education Agency		
	<input type="checkbox"/> Faith-Based Organization		
Organization Representative Name (printed):			
Address:			
City/State/Zip Code:			
Organization Representative Email Address:			
Telephone Number:			
	(Area Code) Phone Number		
Facsimile:			
	(Area Code) Fax Number		

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its Proposal, the Organization has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the

Section 6 Required Forms

City to reject the Proposal submitted by the Organization on this Project and to terminate any contract awarded based on such Proposal.

4. As a condition of contracting with the City, the Organization agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Organization further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Organization or terminate any contract awarded on such proposal.
5. As part of its Proposal, the Organization shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Organization in a legal or administrative proceeding alleging that the Organization discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
7. None of Organization's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Organization.
8. It is understood by the Organization that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.
9. This Proposal is valid for three hundred and sixty-five (365) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my Organization was given the opportunity to provide exceptions to the Sample Contract as included herein as Exhibit A. As such, I have elected to do the following:

Include exceptions to the Sample Contract in the following section(s) of my Proposal: _____

Not include any exceptions to the Sample Contract.

I, the undersigned, hereby acknowledge that my Organization was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("PII") as detailed in Section 1.6.2. I understand that the City is legally obligated to provide my Proposal documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my Organization has elected as follows:

The following section(s) of the of the Proposal are marked as Trade Secret or PII: _____

No portion of the Proposal is marked as Trade Secret or PII.

Representative (signed): _____

REQUIRED FORM 4A – CURRENT PROGRAM WORKSHEET

RFP # 269-2019-041

Out of School Time Program

1. Years Providing Service.

In the table below, please provide the number of consecutive years your Organization has provided an out of school time program and the number of consecutive years your Organization has provided an out of school time program in Charlotte.

Number of consecutive years providing an out of school time program:	
Number of consecutive years providing an out of school time program in Charlotte:	

2. 2017-2018 Out of School Time Program Information.

For each out of school time program run by the Organization, whether City-funded or not, indicate in the table below the site name and address of program locations; program type; average number of unduplicated students served per month; and average number of students that had regular program attendance per month, defined as having attended a minimum of 50% of program days, and operational schedule.

Site Name	Address	Program Type: School-Year or Year-Round	Avg # of Students Served per Month	Avg # Students with Regular Program Attendance Served per Month	Days/Hours of Operation

REQUIRED FORM 4B – PROPOSED PROGRAM WORKSHEET

RFP # 269-219-041

Out of School Time Program

1. 2019-2020 Out of School Time Request.

Organizations shall receive \$1,200 per child, up to a maximum of \$200,000 for the Contract Term. For purposes of this RFP, assume an initial term of one (1) year, with the City having an option to renew for one (1) additional consecutive one (1) year term thereafter.

Organizations shall indicate the following information in the table below:

- Site Name and Address of each program;
- Type of program provided at each location (i.e., after-school, school-based, arts and culture, tutoring, etc);
- Dates that each program site runs during the school year, and the respective days and hours of each program site.
- If your Organization requests City funding for a Year-Round Program, which is inclusive of a Summer Program, then list the dates that each program site runs during the Summer Program, and the respective days and hours of each program site. If you will not be requesting to have a Summer Program funded by the City, then indicate Not Applicable (N/A).
- Number of unduplicated Students to be served, monthly, at each location during the 2019-2020 Out of School Time Program term;
 - Please note: All City-funded Students served must meet 80% or less of the City’s Median Family Income (MFI) as outlined in Exhibit A – Sample Contract.

Site Name & Address	Program Type	School Year			Summer		Number of Subsidized Students to be Served by the City per Month
		Fall ___ to ___	Spring ___ to ___	# of Days/ Hours	___ to ___	# of Days/ Hours	
Total							



REQUIRED FORM 5 – M/W/SBE UTILIZATION

RFP # 269-2019-041

Out of School Time Program

The City maintains a strong commitment to the inclusion of MWSBEs in the City’s contracting and procurement process when there are viable subcontracting opportunities.

Organizations must submit this form with their proposal outlining any supplies and/or services to be provided by each City certified Small Business Enterprise (SBE), and/or City registered Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) for the Contract. If the Organization is a City-registered MWSBE, note that on this form.

The City has set a goal of one percent (1%) MWSBE subcontractor utilization with selected Organization(s). The City recommends you exhaust all efforts when identifying potential MWSBEs to participate on this RFP. Failure to submit this form shall deem a Proposal non-responsive.

Organization Name:	
---------------------------	--

Please indicate if **your Organization** is any of the following:

MBE WBE SBE None of the above

If your Organization has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: _____ Effective Date: _____ Expiration Date: _____

Identify outreach efforts that *were employed* by the firm to maximize inclusion of MWSBEs to be submitted with the firm’s proposal (attach additional sheets if needed):

Identify outreach efforts that *will be employed* by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

[Form continues on next page]

Section 6 Required Forms

List below all **MWSBEs** that you intend to subcontract to while performing the Services:

Subcontractor Name	Description of work or materials	Indicate either "M", "S", and/or "W"	City Vendor #

Total MBE Utilization	%
Total WBE Utilization	%
Total SBE Utilization	%
Total MWSBE Utilization	%

Representative (signed): _____

Date

Representative Name

Section 6 Required Forms

REQUIRED FORM 6 – ORGANIZATION’S BACKGROUND RESPONSE

RFP # 269-2019-041

Out of School Time Program

Organizations shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Organization’s Legal Name: _____

1. Where are your Organization’s corporate headquarters located? Which location(s) will be providing the Services?
2. How many years has your Organization been in business?
3. How many consecutive years has your Organization provided Out of School Time Programs in Charlotte, NC?
4. Describe the target population being served, including demographic information, grade levels, and number of Students.
5. Describe the needs of neighborhoods and schools being served, including data on youth risk, public safety, and education, and data provided in the City’s Quality of Life Report.
6. List any terminated projects or services. Please disclose the jurisdiction that terminated and explain the reason for the termination. Please provide contact information if possible.
7. List any litigation (criminal, civil, or administrative) that your Organization has been involved with during the past two (2) years for Services similar to those in this RFP.
8. Explain your Organization’s efforts to secure and successes in securing commitment of financial and in-kind resources.
9. Please detail your Organization’s financial planning process, including a copy of your Organization’s accounting policy manual or accounting procedures.
10. Explain how your Organization forges relationships with advocates for its programs.
11. Provide an overview and history of your Organization.
12. Describe your Organization’s Board structure. Please include a list of Board members, appointment process, meeting schedule, and attendance records for the past twelve (12) months.
13. Describe your Organization’s Board policies. Please include attendance policies, Board selection process, and orientation package for Board members and copies of disclosure/conflict of interest statements.
14. Provide an organizational chart of your overall Organization, showing director and officer positions and names and the reporting structure.
15. Describe staff qualifications, such as relevant experience, education, training, and certifications, and how they support delivery of quality programming.
16. Describe staffing orientation practices and training for new hires. Please include the Organization’s personnel policies manual.
17. Describe your Organization’s staffing structure, including roles and responsibilities. Include the staff-to-youth ratio for each age group served.

Section 6 Required Forms

18. Describe the quality improvement process, including staff and program assessment and utilization of program outcome evaluations.
19. Describe how best practices in youth development and learning are incorporated into activities.
20. [Read Charlotte](#) recently co-funded a study with Charlotte-Mecklenburg Schools (CMS) on K-3 literacy practices within CMS. What they found was that a key set of literacy practices are vital to youth development. **(Study results are available online at <http://bit.ly/2DzbOGn>).** Please describe how the improvement of literacy is tied to your program. In addition, specify how the delivery of the emphasis on literacy differs from what happens during school hours.
21. Describe mentoring efforts that your Organization has undertaken for youth attending your program.
22. Describe efforts to connect youth attending your program to economic mobility. **(Visit <https://leadingonopportunity.org> for details on economic mobility.)**
23. Describe how the program activities will achieve the expected outcomes listed in Section 3.2.
24. Which evidence-based interventions does your Organization use in your program for promoting healthy behaviors, academic and social skills, and/or youth-community connections? Use the Every Student Succeeds Act's (ESSA) tiers of evidence as a guide. **(Description of ESSA's tiers of evidence can be found at <https://www.cde.ca.gov/re/es/evidence.asp>.)**
25. Please provide your Organization's two (2) most recent audit results.
26. Please provide three (3) letters of reference from organizations that have been under contract with your Organization's Out of School Time Program during the past five (5) years.
27. Describe your security procedures to include physical location, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third party security audits in the last five (5) years.

Section 6
Required Forms

REQUIRED FORM 7 – ORGANIZATION’S PROGRAM STAFFING INFORMATION

RFP # 269-2019-041

Out of School Time Program

Organizations shall indicate the qualifications and relevant experience of program staff that serve the intended population of the funding request. Add additional rows as needed.

Position Title	Name	Highest Education Completed	Relevant Experience (list)	Relevant Certifications	Annual Salary
Program Director					
Site Coordinator					
Lead Teacher					
Teacher					
Other (List)					
Other (List)					
Other (List)					

Indicate the maximum staff-to-youth ratio and average group size for each age group:

Age Group	Staff/Youth Ratio	Average Group Size
Elementary		
Middle		
High		

REQUIRED FORM 8 – ORGANIZATION’S GOALS AND OUTCOMES MATRIX

RFP # 269-2019-041

Out of School Time Program

Organizations shall indicate their program goals, program activities, program outcomes, the assessment instrument that will be used to assess outcomes, and indicators that measure achievement of their program goals. If an Organization has a logic model or theory of change depicting these items, they may attach it to this Form.

Program Goals	Program Activities	Program Outcomes	Which assessment instrument will be used to assess outcomes?	Indicator(s) that outcome has been achieved?

REQUIRED FORM 9 – ORGANIZATION’S PROGRAM PARTNERSHIPS

RFP # 269-2019-041

Out of School Time Program

List the Organization’s partnerships with community-based organizations, businesses, non-profits, and other groups that enhance services to Students. Add fields as needed.

Partner	Contact Name, Phone Number, and Email	Partnership Purpose	Length of Partnership

Section 6
Required Forms

REQUIRED FORM 10 – ORGANIZATION’S PROGRAM BUDGET

RFP # 269-2019-041

Out of School Time Services

List the Organization’s individual program and services costs in the chart below. Add fields as needed.

PERSONNEL SERVICES				
Budget Category	Current Budget Amount	Proposed Budget Amount	Funding Type	Source(s)
Salaries (Full Time)	\$ _____	\$ _____		
Salaries (Part Time)	\$ _____	\$ _____		
Employee Merit	\$ _____	\$ _____		
Social Security	\$ _____	\$ _____		
Employee Retirement	\$ _____	\$ _____		
Employee Insurance Premiums	\$ _____	\$ _____		
Employee Training	\$ _____	\$ _____		
TOTAL PERSONNEL SERVICES	\$ _____	\$ _____		
OPERATING EXPENSES				
Budget Category	Current Budget Amount	Proposed Budget Amount	Funding Type	Source(s)
Facility Costs (list)				
	\$ _____	\$ _____		
	\$ _____	\$ _____		
Office Supplies & Equipment (list)				
	\$ _____	\$ _____		
	\$ _____	\$ _____		
Program Supplies (list)				
	\$ _____	\$ _____		
	\$ _____	\$ _____		
Snacks & Nutritional Services Costs (list)				
	\$ _____	\$ _____		
	\$ _____	\$ _____		
Travel Costs (list)				
	\$ _____	\$ _____		
	\$ _____	\$ _____		
Field Trip Costs (list)				
	\$ _____	\$ _____		
	\$ _____	\$ _____		

Section 6 Required Forms

Budget Category	Current Budget Amount	Proposed Budget Amount	Funding Type	Source(s)
Insurance Costs (list)				
	\$ _____	\$ _____		
	\$ _____	\$ _____		
Advertising & Communications Costs (list)				
	\$ _____	\$ _____		
	\$ _____	\$ _____		
Other Expenses (list)				
	\$ _____	\$ _____		
	\$ _____	\$ _____		
TOTAL OPERATING EXPENSES	\$ _____	\$ _____		
IN-KIND SUPPORT				
Description/Purpose	Current Dollar Amount	Proposed Dollar Amount	Frequency	Source(s)
	\$ _____	\$ _____		
	\$ _____	\$ _____		
	\$ _____	\$ _____		
	\$ _____	\$ _____		
	\$ _____	\$ _____		
TOTAL IN-KIND SUPPORT	\$ _____	\$ _____		
BUDGET SUMMARY				
Fund Description	Total Current		Total Proposed	
	Program Budget	Percent of Program Budget	Program Budget	Percent of Program Budget
TOTAL CITY FUNDS REQUESTED	\$ _____	_____ %	\$ _____	_____ %
TOTAL APPLICANT CONTRIBUTION	\$ _____	_____ %	\$ _____	_____ %
TOTAL CORPORATE/FOUNDATION SUPPORT	\$ _____	_____ %	\$ _____	_____ %
TOTAL OTHER PUBLIC ENTITY SUPPORT	\$ _____	_____ %	\$ _____	_____ %
TOTAL IN-KIND SUPPORT	\$ _____	_____ %	\$ _____	_____ %
TOTAL PROGRAM BUDGET	\$ _____	_____ %	\$ _____	_____ %

Section 6
Required Forms

**REQUIRED FORM 11 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS**

RFP # 269-2019-041

Out of School Time Program

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than 10% equity interest in it (collectively “Principals”):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

I hereby certify as stated above:

(Print Name)

Signature

Title

Date

I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]

(Print Name)

Signature

Title

Date

REQUIRED FORM 12 - BYRD ANTI-LOBBYING CERTIFICATION

RFP # 269-2019-041

Out of School Time Program

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ (the "Organization") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

(Print Name)

Organization Name

Authorized Signature

Address

Date

City/State/Zip

EXHIBIT A – SAMPLE CONTRACT

As used in this Section of the RFP, the term “Contract” shall refer to the agreement entered into between the City and the Organization, and the term “Organization” shall refer to the vendor that has been awarded a contract.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

AGREEMENT TO PROVIDE
OUT OF SCHOOL TIME PROGRAM

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is made and entered into as of this _____ day of _____ 201__ (the "Effective Date"), by and between _____, a corporation doing business in North Carolina (the "Sub-recipient"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # 269-2019-041) for Out of School Time Program dated December 14, 2018. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the City has applied for and has received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (the "Federal Funds") and the City has funding available under its Innovative Housing Program; and

WHEREAS, the City wishes to employ the Sub-recipient to promote self-sufficiency by providing specialized remedial and enrichment education to school-age children along with a variety of community awareness, crime prevention, cultural, social, and recreational activities designed to strengthen the basic academic and social skills of the youth and prepare them to make a positive contribution to society; and

WHEREAS, the Sub-recipient's mission of providing educational enrichment to at-risk school-age children is related to the City's Housing and Development Committee Strategic Plan goal of increasing educational, training, and employment opportunities for low income residents and promotes the Community Safety Plan goal of decreasing the rate of crime committed by youth; and

WHEREAS, the Sub-recipient has agreed to provide Out of School Time Program services ("Services"), and the Sub-recipient desires to provide such Services; and

WHEREAS, the City and the Sub-recipient have negotiated and agreed regarding the above-referenced Services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS. The Exhibits below are hereby incorporated into and made a part of this Contract. With the exception of Exhibit L (Federal Contract Terms and Conditions), any conflict between language in an Exhibit or Appendix to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Notwithstanding anything contained in this Contract or any Exhibit to the contrary, in the event of a conflict between the language of Exhibit L and the main body of this Contract or any other Exhibit to this Contract, the language of Exhibit L shall prevail. Each reference to [SUB-RECIPIENT NAME] in the Exhibits and Appendices shall be deemed to mean the Organization.

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: OBJECTIVES FOR [SUB-RECIPIENT NAME]

EXHIBIT C: BUDGET

EXHIBIT D: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT 2018

	MEDIAN FAMILY INCOME
EXHIBIT E:	SUB-RECIPIENT DISBURSEMENT VOUCHER REQUEST
EXHIBIT F:	CUMULATIVE FY2020 STUDENT ROSTER
EXHIBIT G:	MONTHLY ATTENDANCE REPORT BY CLASSROOM
EXHIBIT H:	PROGRAM STUDENT PROFILE REPORT
EXHIBIT I:	QUARTERLY COMPREHENSIVE REPORT
EXHIBIT J:	INCOME VERIFICATION WORKSHEET
EXHIBIT K:	FINANCIAL PARTNER SEMI-ANNUAL UTILIZATION REPORT
EXHIBIT L:	FEDERAL CONTRACT TERMS AND CONDITIONS

2. **DEFINITIONS.** This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **SCOPE OF RESPONSIBILITIES.**

3.1. **ACTIVITIES.**

The Sub-recipient shall be responsible for administering the Fiscal Year 2020, [SUB-RECIPIENT NAME], Out of School Time Program (the “Program”) in a manner satisfactory to the City and consistent with **any** standards required as a condition of providing Federal Funds, including, without limitation, providing those Services and attaining those objectives set forth in **Exhibits A and B**.

3.2. **NATIONAL OBJECTIVES.**

All activities funded with Community Development Block Grant (CDBG) funds must meet one of the following CDBG program’s National Objectives, as defined in 24 CFR 570.208: *(Please select all that apply)*

- X Benefits low and moderate income persons
- Aids in the prevention or elimination of slum or blight
- Meet a need having a particular urgency (Urgent Need)

3.3. **PERFORMANCE MONITORING.**

The City will monitor the performance of the Sub-recipient on an annual basis against goals and performance standards listed in this Contract. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the City, Contract suspension or termination procedures shall be initiated.

4. **COMPENSATION AND PAYMENT.**

Subject to the terms and conditions of this Contract and as consideration for the Sub-recipient’s performance under this Contract, the City agrees to reimburse the Sub-recipient in an amount not to exceed XXXX (\$XXXX). All invoices and Sub-recipient Disbursement Voucher Requests will be processed within thirty (30) days of submission **or** within thirty (30) days of receiving a **correct** invoice. Invoices must be submitted to City Finance at: COCAP@charlottenc.gov **AND** invoices and supporting documentation must be submitted to:

Tiffany Johnson
Out of School Time Specialist (Contract Monitor)
Housing & Neighborhood Services
600 East Trade Street
Charlotte, NC 28202
tiffany.johnson@charlottenc.gov

The City will not be responsible for payment of interest charges, penalties, or late charges for partial or final payment. Payment will be only for those items listed in **Exhibit C**. Payments will be contingent upon certification of the Sub-recipient's financial management system in accordance with standards specified in 2CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in accordance with CDBG allowable costs.

By entering into this Contract, the Sub-recipient is responsible for maintaining payroll and financial records, including timesheets signed by the employees and respective supervisors, and other appropriate documentation to support the Sub-recipient's request for payment.

5. PERIOD OF PERFORMANCE.

The term of this Contract shall be from **September 1, 2019, to August 31, 2020**, with the option to renew for one (1) additional consecutive one-year term.

6. ELIGIBILITY REQUIREMENTS.

Households must be located inside the City limits of Charlotte earning 80% or less of the City's Median Family Income (MFI) as outlined in **Exhibit D**.

7. COMPLIANCE AND REPORTING.

7.1. The Sub-recipient shall **ensure that funds are expended** as stated in this Contract and in accordance with all applicable Federal and State laws, regulations, and guidelines. The City may prescribe **any** reasonable and appropriate procedures for ensuring compliance with the provisions of this rule.

7.2. On the **15th of each month**, the Sub-recipient shall **electronically** submit the Sub-Recipient Disbursement Voucher Request, as included in **Exhibit E**, to the City for reimbursement.

7.3. Vouchers will be processed in consecutive order. Only a **maximum** of two (2) vouchers shall be processed within a month.

7.4. On or before the **5th of each month**, the Sub-recipient shall **electronically** submit to the City **monthly** progress reports. Such reports shall include:

- a. **Exhibit F** – Cumulative FY20 Student Roster;
- b. **Exhibit G** – Monthly Attendance Report by Classroom;
- c. **Exhibit H** – Program Student Profile Report; and
- d. Sub-recipient's Activity Calendar for the Upcoming Month

The Sub-recipient shall **not be paid for services rendered if the aforementioned reports are not submitted within the specified timeframe noted**. The reports should provide sufficient information to enable the City to confirm compliance with this Contract and evaluate the Sub-recipient's performance.

7.5. The Sub-recipient shall **electronically** submit detailed quarterly comprehensive reports, as included in **Exhibit I**, on the following reporting dates:

Due date	Period covered in report
December 5, 2019	September 2019 – November 2019
March 5, 2020	December 2019 – February 2020
June 5, 2020	March 2020 – May 2020
September 5, 2020	June 2020 – August 2020

This Comprehensive Report shall detail the level of program delivery for each of the activities outlined in this Contract and demonstrate how project goals have been achieved.

7.6. The Sub-recipient shall provide the City with a copy of its current annual financial audit within thirty (30) days after receipt of said financial audit. The Sub-recipient shall submit a copy of

the engagement letter within fifteen (15) days of mailing to the audit firm. The Sub-recipient shall ensure the financial audit meets the requirements of 2CFR Part 200 – Uniform Administrative Requirements, if applicable.

8. COMPLIANCE REVIEW.

The City reserves the right to conduct a compliance review under this Contract in order to evaluate the policies, programs, and financial systems of the Sub-recipient and to ensure that the Sub-recipient is in compliance with this Contract.

9. INSURANCE.

9.1. TYPES OF INSURANCE.

The Organization shall obtain and maintain during the life of this Contract, with an insurance Organization rated not less than “A” by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:

- 9.1.1. Automobile Liability - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- 9.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Sub-recipient and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Sub-recipient, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal and advertising injury, and contractual liability assumed under the indemnity provision of this Contract.
- 9.1.3. Workers’ Compensation and Employers Liability - Meeting the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.
- 9.1.4. Directors and Officers Liability - As shall protect the Sub-recipient for negligent acts, errors or omissions in performing services under this Agreement. The amount of such insurance shall not be less than \$1,000,000 for each claim.
- 9.1.5. Fidelity Bond Certificate (Employee Dishonesty) - Employee Fidelity Insurance coverage protects the employer against a dishonest act by an employee. The amount of the fidelity bond shall be at a minimum of \$50,000.
- 9.1.6. Sexual Abuse and Molestation - Insurance with a limit of not less than \$100,000 per claim, \$300,000 aggregate as shall protect the Sub-recipient and the Sub-recipient’s employees for allegations of physical or sexual abuse while performing their duties under this Contract.
- 9.1.7. Student Accident Insurance - Insurance to cover medical coverage due to accident of student.

The Organization shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. The Organization shall not allow any subcontractor to commence Services on its

subcontract until all similar insurance required of the subcontractor has been obtained and approved.

Voucher reimbursement is contingent upon adhering to the insurance requirements as outlined in this Section.

9.2. OTHER INSURANCE REQUIREMENTS.

9.2.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Organization and/or subcontractor providing such insurance.

9.2.2. The City of Charlotte shall be named as an additional insured for operations or services rendered under the general liability coverage. The Organization's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Organization's operations under this agreement.

9.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Organization.

9.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.

9.2.5. If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Organization from meeting all insurance requirements or otherwise being responsible for the subcontractor.

10. RECORD KEEPING.

10.1. Duly authorized representatives of the City shall have access to all books, accounts, records, reports files, and other papers or property of the Sub-recipient pertaining to funds provided under this Contract for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

10.2. Financial reports, supporting documents, and all other reports and records pertinent to the scope of services and objectives of this Contract shall be retained by the Sub-recipient for a period of at least **three (3) years** from the date of termination of this Contract.

10.3. Records shall be sufficient to determine compliance with the requirements and primary objectives of the Program and all other applicable laws and regulations. All accounting records shall be supported by source documentation.

10.4. The Sub-recipient shall **maintain a property list of equipment purchased with grant funds** that includes a description of the equipment, a serial number, the source of the equipment, the equipment location, the acquisition date, and cost of equipment.

10.5. The Sub-recipient shall include in each Student's file: i) Program Application; ii) Income Verification Worksheet, as outlined in **Exhibit J (all sources, earned and/or unearned, and income calculations)**; iii) Median Family Income Form; iv) Release of Information; v) Residency Verification; vi) Records Release & Waiver; vii) Immunization Records; and viii) Parent Handbook.

11. GENERAL ADMINISTRATION.

11.1. The Sub-recipient shall provide administrative and supervisory services, coordinated planning, implementation, and budget control for the Program as agreed upon by the City.

- 11.2. The Sub-recipient shall maintain central records on the Program budget and on all aspects of the Program which relate to management and administrative responsibilities and reporting requirements.
- 11.3. The Sub-recipient shall provide the Housing & Neighborhood Services department of the City with all applicable reports and other data necessary for the purpose of ensuring that provisions of this Contract are properly and adequately fulfilled.
- 11.4. The Sub-recipient shall neither charge nor in any manner anticipate reimbursement for any costs not specifically designated as an eligible expense under this Contract as specified in **Exhibit C**.
- 11.5. The Sub-recipient shall assume liability for any ineligible cost(s) associated with federal grant funds.
- 11.6. The Sub-recipient shall be responsible for exercising appropriate monitoring and control procedures with regard to the responsibilities ascribed to the Sub-recipient for the purpose of ensuring that provisions of this Contract are adequately fulfilled.
- 11.7. The Sub-recipient shall refer Students needing additional social or personal services to the appropriate community service agencies and follow-up to determine the adequacy of the service(s) rendered by the community service agencies.

12. TERM AND TERMINATION OF CONTRACT.

- 12.1. **TERM.** This Contract shall commence on the Effective Date and shall continue in effect for one (1) year with the City having the unilateral right to renew for one (1) consecutive one- year term.
- 12.2. **TERMINATION FOR CONVENIENCE.** If the Sub-recipient materially fails to comply with any terms or conditions of this Contract, including without limitation, those set forth in Section 14, the City may suspend or terminate this Contract or take any other remedies available provided that the City gives the Sub-recipient a thirty (30) day written notice. In the event the City suspends payments at its discretion, the City shall have no obligation to restore to the Sub-recipient any amount of disbursements that were suspended.
- 12.3. **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
 - a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - b. The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of this Contract and shall state the party's intent to terminate this Contract if the default is not cured within the specified period.

13. CHANGES.

Except with respect to modifications in funding set forth in Section 16 below, any changes to the terms or conditions of this Contract must be in writing and signed by the parties to be effective.

14. FUNDING MODIFICATION.

Within two (2) weeks after the start of the Program, if Attendance-Eligible Program Enrollment is not at eighty (80) percent of the Sub-recipient's stated monthly target number, the City may reduce the reimbursement amount proportionately to reflect the Sub-recipient's actual enrollment.

15. ASSIGNMENT.

The Sub-recipient shall not assign this Contract and shall not transfer any interest in this Contract without the prior written consent of the City.

16. INDEMNIFICATION.

To the fullest extent permitted by law, the Organization shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Organization or its subcontractors in connection with this Contract; (iii) arising from the Organization's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Organization or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Organization or an employee or subcontractor of the Organization is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City, any federal agency that funds all or part of this Contract, and each of the City's and such federal agency's officers, officials, employees, agents and independent contractors (excluding the Organization); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Organization shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Organization is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Organization shall promptly refund to the City all amounts paid under this Contract.

This Section 16 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

17. CONFLICT OF INTEREST.

17.1. The Sub-recipient hereby agrees that in implementing this Contract it will comply with the standards of conduct hereinafter specified for maintaining the integrity of the OST Program and avoiding any conflict of interest in its implementation.

17.2. General Assurance.

Every reasonable course of action will be taken by the Sub-recipient in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable, and/or improper conduct. This Contract shall be administered in an impartial manner, free from personal or political gain. The Sub-recipient, its executive staff, and its employees, in

administering this Contract, shall avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

17.3. **Conducting Business Involving Relatives.**

No relative by blood, adoption, or marriage (for purpose of this Contract, “relative by blood, adoption, or marriage” shall include: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, step-parent, and step-child) of any executive or employee of the Sub-recipient shall receive favorable treatment for enrollment in the Services provided by or employment with the Sub-recipient. The Sub-recipient shall also avoid entering into any agreements for services with a relative by blood, adoption, or marriage. When it is in the public interest for the Sub-recipient to conduct business (only for the purposes of the Services to be provided) with a relative, the Sub-recipient shall obtain written approval from the City before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.

17.4. **Conducting Business Involving Close Personal Friends and Associates.**

Executives and employees of the Sub-recipient shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Contract, shall exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Sub-recipient to conduct business with a friend or associate or any executive or employee of the Sub-recipient, a permanent record of transaction shall be retained.

18. REVERSION OF ASSETS.

Upon expiration of this Contract, the Sub-recipient must transfer to the City:

18.1. Any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. This also includes any real property under the Sub-recipient’s control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 which were used to meet one of the national objectives until five (5) years after expiration of the Contract; and

18.2. Any unexpended City funds on hand and any accounts receivable attributable to the use of City funds.

19. PROVIDING LANGUAGE ACCESS REQUIREMENTS.

The Sub-recipient shall provide oral and written Spanish translation services and **include the following statements at the top of all program applications:**

Please check one of the following (Por favor, marque uno de los siguientes):

- I understand and am able to complete this application provided in English
- No entiendo la solicitud prevista en Inglés y pedir una solicitud en español (I do not understand the application provided in English and request an application in Spanish)

Pursuant to Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” federal agencies and those agencies receiving federal funds (recipients, sub-contractors, and sub-recipients) are directed to take reasonable steps to ensure that Limited English Proficiency (LEP) or Non-English Proficient (NEP) persons have meaningful access to the programs, services, and information that federally-funded programs provide.

The order further requires that written translation of Vital Documents should include but are not limited to program applications; consent forms; all compliance plans; bid documents; fair housing information; citizen participation plans; letters containing important information regarding program eligibility and participation; notices pertaining to the reduction, denial, or termination of service or benefits; notices pertaining to the right to appeal such actions; notices advising LEP persons of the availability of free language assistance that require a response from a beneficiary; or other outreach materials.

20. FLOW DOWN CDBG REQUIREMENTS.

The Sub-recipient that receives federal funds under a written contract agreement shall comply with the flow down requirements for projects funded under 24 Code of Federal Regulations (CFR) Part 570. This Contract includes guidelines for CDBG Sub-recipients, as regulated by the CDBG program, and complies with applicable federal status, federal rules, and other required provisions in effect as the date of this Contract. These requirements include, but are not limited, to the following:

- CFR 24 Part 570 – CDBG Program Regulations; and
- 2CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

21. PROGRAM REQUIREMENTS.

By signing this Contract, the Sub-recipient acknowledges that it has read the CDBG program guidelines as outlined in Section 20 and other Program requirements. Failure to adhere to the federal regulations, required City certifications, and program requirements will result in withholding or denial of reimbursements.

Sub-recipients must include CDBG provisions and the above certifications in all sub-contracts being funded under this agreement.

22. OTHER OBLIGATIONS OF THE ORGANIZATION.

22.1. DRUG FREE WORKPLACE CERTIFICATION.

The Sub-recipient shall provide a drug-free workplace by:

- 22.1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 22.1.2. Establishing an ongoing drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The grantee's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 22.1.3. Making it a requirement that each employee to be engaged in the performance of the Services be given a copy of the statement required by Section 23.1.1;
- 22.1.4. Notifying the employee in the statement required by Section 23.1.1 that, as a condition of employment under the grant, the employee shall:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- 22.1.5. Notifying the grant agency in writing within ten (10) calendar days after receiving notice under subparagraph 23.1.4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the grant agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 22.1.6. Taking one (1) of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 23.1.4(b), with respect to any employee who is so convicted:
- a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Drug Free Workplace Act of 1988; or
 - b. Requiring such employee to participate satisfactorily in drug abuse assistance or a rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 22.1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 23.1.1 to 23.1.6.
- 22.2. NC E-VERIFY REQUIREMENT. The Organization shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 22.3. NC PROHIBITION ON CONTRACTS WITH ORGANIZATIONS THAT INVEST IN IRAN OR BOYCOTT ISRAEL. Organization certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the “Treasurer’s IDA List”); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a Organization engaged in the boycott of Israel (such designation being referred to as the “Treasurer’s IB List”); and (iii) it will not take any action causing it to appear on the Treasurer’s IDA List or the Treasurer’s IB List during the term of this Contract. In signing this Contract Organization further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys’ fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Organization appearing on the Treasurer’s IDA List or the Treasurer’s IB List at any time before or during the term of this Contract.
- 22.4. BYRD ANTI-LOBBYING CERTIFICATION.
To the best of the Sub-recipient’s knowledge and any of its subcontractors’ knowledge:
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contracts, grant, loan, or cooperative agreement, it will complete and submit a Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
 - C. The language of this certification must be included in the award documents for all subawards at all tiers (including Sub-recipients, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly.
- 22.5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.

The purpose of the Certification Regarding Debarment, Suspension, and Other Responsibility Matters certifies that recipients of funds (Federal, State, or local) are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

The Sub-recipient must submit a copy of its certified eligibility registration obtained from <http://www.sam.gov> to the City of Charlotte noting eligibility to receive funding (Federal, State, or local).

23. REMEDIES.

23.1. RIGHT TO COVER.

If the Sub-recipient fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits), the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:

- a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Sub-recipient is again able to resume performance under this Contract; and
- b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Sub-recipient and, should the City's cost of obtaining or performing the services exceed the amount due the Sub-recipient, collect the amount due from the Sub-recipient.

23.2. RIGHT TO WITHHOLD PAYMENT.

If the Sub-recipient breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Sub-recipient until such breach has been fully cured.

23.3. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.

The Sub-recipient agrees that monetary damages are not an adequate remedy for the Sub-recipient's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Sub-recipient hereby consents to an order granting specific performance of such obligations of the Sub-recipient in a court of competent jurisdiction within the State of North Carolina. The Sub-recipient further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Sub-recipient breaches the Contract.

23.4. SETOFF.

Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.

23.5. OTHER REMEDIES.

Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

24. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Sub-recipient represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Sub-recipient shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Sub-recipient retaliate against any person or entity for reporting instances of such discrimination. The Sub-recipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Sub-recipient understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Sub-recipient from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Sub-recipient agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Sub-recipient has used on City contracts in the past five years, including the total dollar amount paid by the Sub-recipient on each subcontract or supply contract. The Sub-recipient further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Sub-recipient agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Organization to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Sub-recipient understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Sub-recipient from participating in City contracts and other sanctions.

25. CHARLOTTE BUSINESS INCLUSION (CBI) PROGRAM.

The City's Charlotte Business INCLUSION (CBI) Policy seeks to enhance competition in City contracting and procurement opportunities for Minority, Women, and Small Business Enterprises (MWSBEs) with significant business presence in the Charlotte Combined Statistical Area.

The CBI Policy includes the purchases of goods and services including Information Technology services, office supplies, consulting services, catering, market research, equipment, construction, and more. Sub-recipients receiving City funding are required to meet the MWSBE participation goal of one percent (1%) for the OST Program.

When purchasing goods and services for the Sub-recipient is required to support the objectives of the Charlotte Business INCLUSION Policy as outlined below:

- Promoting minority, women, and small business growth and profitability in the Charlotte Combined Statistical Area;
- Evaluating and reporting purchasing and procurement activity.

In order to accomplish the above program objectives, the Sub-recipient should provide opportunities to City-certified MWSBEs to provide goods and services by notifying firms of an opportunity to perform

a service or to provide a good. The Sub-recipient should refer to the listing of certified MWSBEs available on the City’s website at <http://charlottebusinessinclusion.com>.

For the FY2020 contractual year, the Sub-recipient is required to report utilization of MWSBEs as part of their performance reports. **The Sub-recipient shall provide semi-annual CBI reports according to the following reporting due dates:**

REPORTING DATES

REPORT ONE

January 16, 2020

REPORT TWO

July 16, 2020

The Sub-recipient is **required** to provide a summary report of the total dollars spent with City-certified MWSBEs during the same reporting period. Refer to **Exhibit K** for the report template.

26. AMERICANS WITH DISABILITIES ACT.

The Americans with Disabilities Act of 1990 (28 CFR Part 35) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications.

No qualified person with disabilities shall, on the basis of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

The Sub-recipient shall not assign any interest in this Contract and shall not discriminate against any employee, applicant of employment, or Student because of race, religion, color, sex, age, disability, or national origin.

27. NOTICES.

Communication regarding this Contract shall be directed to the following representatives:

CITY OF CHARLOTTE

Tiffany Johnson
Out of School Time Specialist (Contract Monitor)
Housing & Neighborhood Services
City of Charlotte
600 East Trade Street
Charlotte, NC 28202-2859

SUB-RECIPIENT

Tom Warshauer
Assistant Director, Community Engagement
Housing & Neighborhood Services
City of Charlotte
600 East Trade Street
Charlotte, NC 28202-2859

28. CONTACT/MONITORING.

The City contact person for requests for payment and reporting under this Contract shall be:

Tiffany Johnson
Out of School Time Specialist (Contract Monitor)
Housing & Neighborhood Services
City of Charlotte
600 East Trade Street
Charlotte, NC 28202
Phone: 704-336-1258 Fax: 704-336-3959
tiffany.johnson@charlottenc.gov

30. CLOSE-OUT PROVISION.

The Sub-recipient's obligation to the City shall not end until all close-out requirements are completed. The Sub-Recipient must submit, no later than ninety (90) calendar days after the end date of the period of performance, all required reports, final payments, disposition of program assets (including the return of all unused materials, equipment, program income, etc.), and determination of the custodianship of records.

[Signature Page Follows]

Exhibit A
Sample Contract

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed as of the date first written above.

[SUB-RECIPIENT NAME]

BY: _____
(signature)

ATTESTED BY: _____
(signature)

PRINT NAME: _____

PRINT NAME: _____

TITLE: Chair, Board of Directors

TITLE: Secretary, Board of Directors

DATE: _____

DATE: _____

FEDERAL I.D. NUMBER: _____

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

BY: _____
(signature)

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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

BY: _____
(signature)

DATE: _____

EXHIBIT A
SCOPE OF SERVICES
Sub-recipient Name
FY 2020

The Agency Name agrees to administer a **school-year after-school enrichment program AND, if applicable, a summer program for XXX school-age youth, per month, grades XXX**, to promote self-sufficiency by providing specialized remedial and enrichment education along with a variety of community awareness, crime prevention, cultural, social, and recreational activities designed to strengthen the basic academic and social skills of the youth.

The following definitions apply for the purposes of this Contract:

School-Year: Refers to a period of performance from September 1, 2019, until the last Charlotte-Mecklenburg Schools day of the school year. The Sub-recipient is required to run a program where each Student served is **required** to attend **five (5) days per week**, at a minimum of **three (3) hours per day** for each day CMS is in operation.

Summer Program: Refers to a component of a Year-Round Program, where an organization is required to run a program where each Student served is **required** to attend **five (5) days per week**, at a **minimum of six (6) hours per day** for **at least six (6) weeks** during Charlotte-Mecklenburg Schools' summer break.

Attendance-Eligible Program Enrollment: The term "enrollment" as it relates to the School-Year and, if applicable, Summer Program represents the number of Students who are actively registered in the OST Program and who are present a minimum of 50% of the Program days. Percentage is calculated by determining Students who are present 50% of the Program days divided by the Sub-recipient's stated monthly target number.

Note: Once Percentage of Attendance-Eligible Program Enrollment falls below 80% of the Sub-recipient's stated monthly target number, the City may reduce the reimbursement amount proportionately to reflect the Program's actual enrollment.

Each Student registered for the Program must have a file with a current completed program application and all required signed documentation. All City-funded Students served must meet 80% or less of the City's Median Family Income as outlined in **Exhibit D** to be counted towards the attendance count.

EXHIBIT B
OBJECTIVES FOR [SUB-RECIPIENTNAME]
FY 2020

1. Provide tutoring in Reading and Math to improve academic proficiency
2. Provide Students with daily homework assistance with an emphasis on completion, comprehension, and neatness
3. Maintain Attendance-Eligible Program Enrollment of 80% of the Sub-recipient's stated monthly target number of **XXX** school-age Students, grades **XXX**, with Students who are present at least 50% of Program days. All City-funded Students served must meet 80% or less of the City's Median Family Income as outlined in **Exhibit D** to be counted towards the attendance count.
4. Provide enrichment activities structured to provide opportunities for Students to explore their interests, engage in experiential learning, and build skills
5. Implement activities that promote cultural development, health education, and physical activity
6. Improved community awareness and engagement
7. Parent/caregiver engagement
8. Identify new funding sources for the FY 2020 budget through grant writing to supplement funds needed to meet additional needs of Students, and for the purpose of continuing the program when the Contract ends
9. Evaluate the Organization's policies, procedures, and goals
10. Survey each child's parent/caregiver for annual assessment of individual Program
11. Develop a sustainability plan for funding prior to Contract termination
12. Coordination with Students' schools
13. Develop partnerships with agencies to provide additional services to Students and their families

EXHIBIT C
BUDGET
Sub-recipient Name
FY 2020

OBJECT CODE	OBJECT TITLE AND EXPLANATION	CURRENT REQUEST
<u>011</u>	<u>PERSONNEL SERVICES ADMINISTRATION</u> <u>ADMINISTRATIVE – SALARIES AND WAGES</u>	
	<u>X</u> Executive Director () <u>XX</u> pay-periods x <u>\$XXX</u> =	\$
	<u>X</u> Bookkeeper-Part-time () <u>XX</u> pay-periods x <u>\$XXX</u> =	\$
	<u>X</u> Administrative Assistant/Registrar () <u>XX</u> pay-periods x <u>\$XXX</u> =	\$
	SUBTOTAL ADMINISTRATION PERSONNEL SERVICES	\$
<u>013</u>	<u>PROGRAM DELIVERY SERVICES STAFF</u> <u>SALARIES AND WAGES (PART-TIME)</u>	
	<u>SCHOOL-YEAR PROGRAM</u>	
	<u>X</u> On-Site Coordinator <u>\$XX/hr.</u> x <u>X hrs./day</u> x est. <u>XXX</u> days =	\$
	<u>X</u> On-Site Coordinator <u>\$XX/hr.</u> x <u>X hrs./day</u> x est. <u>XXX</u> days =	\$
	<u>X</u> Learning Associates <u>\$XXX/hr.</u> x <u>X hrs./day</u> x est. <u>XXX</u> days =	\$
	<u>X</u> Drivers <u>\$X/hr.</u> x <u>X hrs./day</u> x est. <u>XXX</u> days =	\$
	SUBTOTAL SCHOOL-YEAR PROGRAM	\$
	GRAND TOTAL PAYROLL	\$

Exhibit A
Sample Contract

BUDGET (CONT'D)
Sub-recipient Name
FY 2020

<u>OBJECT CODE</u>	<u>OBJECT TITLE AND EXPLANATION</u>	<u>CURRENT REQUEST</u>
<u>085</u>	<u>FICA (SOCIAL SECURITY/ MEDICARE)</u> 7.65% x \$XXX =	\$
<u>089</u>	<u>UNEMPLOYMENT INSURANCE</u> .01 x Payroll	\$
<u>615</u>	<u>WORKERS COMPENSATION</u>	\$
	SUBTOTAL PERSONNEL SERVICES	\$
	DIRECT STUDENT SERVICES	
<u>298</u>	<u>EDUCATIONAL MATERIALS AND RECREATIONAL ACTIVITIES</u> XXX Participants x \$XXX /day x <u>XXX</u> days =	\$
	SUBTOTAL DIRECT STUDENT SERVICES	\$
	GRAND TOTAL BUDGET	\$

EXHIBIT D

U.S. Department of Housing and Urban Development
2018 Median Family Income (MFI)
(Effective – 06/01/2018)
Charlotte – Gastonia – Rock Hill

% of Income	Family Size							
	1	2	3	4	5	6	7	8
20%	\$10,400	\$11,900	\$13,350	\$14,850	\$16,050	\$17,200	\$18,400	\$19,060
30%	\$15,600	\$17,800	\$20,050	\$22,250	\$24,050	\$25,850	\$27,600	\$29,400
40%	\$20,800	\$23,750	\$26,700	\$29,650	\$32,050	\$34,400	\$36,800	\$39,150
50%	\$25,950	\$29,650	\$33,350	\$37,050	\$40,050	\$43,00	\$45,950	\$48,950
60%	\$31,140	\$35,580	\$40,020	\$44,460	\$48,060	\$51,600	\$55,140	\$58,740
70%	\$36,350	\$41,500	\$46,700	\$51,850	\$56,050	\$60,200	\$64,350	\$68,550
80%	\$41,550	\$47,450	\$53,400	\$59,300	\$64,050	\$68,800	\$73,550	\$78,300

Students enrolled into the Sub-recipient’s Program on or after June 1, 2018, must abide by the above income levels.

In regards to how to report this information on the monthly reports, please see below:

Field	Description
Extremely Low	Enter the number of persons benefiting whose income is <u>at or below 30%</u> of the median family income for the area.
Low	Enter the number of persons whose income is <u>above 30% and at or below 50%</u> of the median family income for the area.
Moderate	Enter the number of persons benefiting whose income is <u>above 50% and at or below 80%</u> of the median family income for the area.

SUB-RECIPIENT NAME

I certify that expenditures reported on voucher # _____ dated _____ in the amount of _____ have not been or will not be presented for payment under any other federal, state, or locally funded program and that any supporting documentation to this voucher in copy form is considered a certified substitute of the original and that any supporting documentation to this voucher will not be submitted more than once as justification for expenditures under this program.

SUB-RECIPIENT AUTHORIZED SIGNATURE

DATE

EXHIBIT G

MONTHLY ATTENDANCE REPORT BY CLASSROOM, PER OST PROGRAM

For reporting purposes, contact Tiffany Johnson at Tiffany.Johnson@charlottenc.gov for the Excel version of this report.

EXHIBIT G		Enter P if Present; A if Absent; W if Withdrawn																														Total Present	Total Absent	Attendance Eligible Program Enrollment	Attendance Ineligible Program Enrollment				
MONTHLY ATTENDANCE REPORT																																							
Program Name:		Site Name:																												Total Present	Total Absent	Attendance Eligible Program Enrollment	Attendance Ineligible Program Enrollment						
Contract Number:		Site Teacher:																																					
		Site Grade Level:																												Total Present	Total Absent	Attendance Eligible Program Enrollment	Attendance Ineligible Program Enrollment						
		Month:															Year:																						
Count	Student - Last Name	Student - First Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	"P"	"A"				
1																																						YES	
2																																						YES	
3																																						YES	
4																																						YES	
5																																						YES	
6																																						YES	
7																																						YES	
8																																						YES	
9																																						YES	
10																																						YES	
11																																						YES	
12																																						YES	
13																																						YES	
14																																						YES	
15																																						YES	
16																																						YES	
17																																						YES	
18																																						YES	
19																																						YES	
20																																						YES	
21																																						YES	
22																																						YES	
23																																						YES	
24																																						YES	
25																																						YES	
Monthly Attendance Calculation = Attendance Eligible Program Enrollment / Contracted Target Enrollment = %																																	25	0					

EXHIBIT H
PROGRAM STUDENT PROFILE REPORT

AGENCY NAME:
CONTRACT NUMBER:
SEPTEMBER 1, 2019 – AUGUST 31, 2020

Required Beneficiary Data	September	October	November	December	January	February	March	April	May	June	July	August											
Contracted Number to be Served Per Month:																							
Total Number Attended:																							
Total Number - New Students Attended:																							
Total Number - Low Income Students:	Extr. Low:	Extr. Low:	Extr. Low:	Extr. Low:	Extr. Low:	Extr. Low:	Extr. Low:	Extr. Low:	Extr. Low:	Extr. Low:	Extr. Low:	Extr. Low:											
	Low:	Low:	Low:	Low:	Low:	Low:	Low:	Low:	Low:	Low:	Low:	Low:											
Total Number - Moderate Income Students:																							
Total Number - Head of Household (Male/ Female):	Male:	Male:	Male:	Male:	Male:	Male:	Male:	Male:	Male:	Male:	Male:	Male:											
	Female:	Female:	Female:	Female:	Female:	Female:	Female:	Female:	Female:	Female:	Female:	Female:											
Total Number - Students (Male/Female):	Male:	Male:	Male:	Male:	Male:	Male:	Male:	Male:	Male:	Male:	Male:	Male:											
	Female:	Female:	Female:	Female:	Female:	Female:	Female:	Female:	Female:	Female:	Female:	Female:											
<i>Race</i>	<i>Ethnicity: Hispanic/ Latino</i>	Student Demographics: Detail Students' race/ethnicity per month. The <u>total</u> number of beneficiaries of this race goes on the left of the monthly column. Of the total beneficiaries of this race, enter the number who are Hispanic/Latino.																					
		Race	Ethn.	Race	Ethn.	Race	Ethn.	Race	Ethn.	Race	Ethn.	Race	Ethn.	Race	Ethn.	Race	Ethn.	Race	Ethn.	Race	Ethn.	Race	Ethn.
White																							
Black/ African American																							
Asian																							
American Indian/ Alaskan Native																							
Native Hawaiian/ Other Pacific Islander																							
Other/ Multi-Racial																							
Total: Race Hispanic/Latino																							

EXHIBIT I

QUARTERLY COMPREHENSIVE REPORT

Goal 1	Measure	Target	Time Line
Provide various learning activities in Reading (literacy) and Math to improve academic proficiency	<ul style="list-style-type: none"> • Subject test assessments • Teacher observes student’s ability to use skills learned • Student report cards • Improved day school test scores / afterschool assessments 	<ul style="list-style-type: none"> • 75% of students demonstrate knowledge and comprehension skills in reading and math • 75% of students show improved academic performance in Math and Reading grades 	September 2019 – August 2020
<p>1. Describe key accomplishments and challenges:</p> <p>2. Target: _____% of students improved in literacy; _____% of students improved in math</p>			
Goal 2	Measure	Target	Time Line
Maintain Attendance-Eligible Program Enrollment of 80% of Agency Name’s stated monthly target number of XXX school-age Students, grades XXX , with Students who are present at least 50% of program days	<ul style="list-style-type: none"> • Monthly Attendance Report 	<ul style="list-style-type: none"> • 80% or higher of Attendance-Eligible Program Enrollment 	September 2019 – August 2020
<p>1. Describe key accomplishments and challenges:</p> <p>2. Attendance-Eligible Program Enrollment: Month: _____ Enrollment: _____ %</p>			
Goal 3	Measure	Target	Time Line
Provide enrichment activities structured to provide opportunities for participants to explore their interests, engage in experiential learning, and build skills	<ul style="list-style-type: none"> • Lesson plans • Monthly activity calendars • Pre- & post-interest surveys 	<ul style="list-style-type: none"> • Literacy - 1 hr. per week • STEM (Science, Technology, Engineering Mathematics) focused activities –1 hr. per week 	September 2019 – August 2020
<p>1. Describe key accomplishments and challenges:</p> <p>2. Describe activities and include dates Please provide supporting information on Monthly Activity Calendar Report</p>			
Goal 4	Measure	Target	Time Line
Implement activities that promote cultural development, health education, and physical activity	<ul style="list-style-type: none"> • Monthly Activity Calendar • Lesson plans • Activity attendance logs 	<ul style="list-style-type: none"> • 20 cultural activities • 6 health education workshops • 90 minutes of physical activity per week 	September 2019 – August 2020
<p>1. Status (check one): _____ in progress _____ completed</p>			

Exhibit A Sample Contract

2. Describe activities and workshops:			
3. Describe key accomplishments and challenges:			
Goal 5	Measure	Target	Time Line
Improved community awareness and engagement	<ul style="list-style-type: none"> • Monthly Activity Calendar • Activity attendance logs 	<ul style="list-style-type: none"> • 2 community service activities • 80% participation 	September 2019 – August 2020
1. Status (check one): ___ in progress ___ completed			
2. Describe key accomplishments and challenges:			
3. Target: _____ % Participation Describe community service activity, date, # of students participating			
Goal 6	Measure	Target	Time Line
Provide opportunities for parent/caregiver engagement in program	<ul style="list-style-type: none"> • Workshops • Parent/caregiver conferences • Invitations to program performances 	<ul style="list-style-type: none"> • 2 workshops • 3 parent/caregiver conferences • 2 program performances with 60% participation 	September 2019 – August 2020
1. Status (check one): ___ in progress ___ completed			
2. Describe key accomplishments and challenges:			
3. Target: _____ % Participation Event title, date and # of students participating Please provide supporting information on Monthly Activity Calendar Report			
Goal 7	Measure	Target	Time Line
Identify new funding sources for FY20 budget through grant writing to supplement funds needed to meet additional needs of participants and for the purpose of continuing the program when the Contract ends.	<ul style="list-style-type: none"> • Number of grants for which the Agency Name applied • Decline and award letters 	<ul style="list-style-type: none"> • 3 grants 	September 2019 – August 2020
1. Status (check one): ___ in progress ___ completed			
2. List grants, date submitted, amount, and status (attach copies of award and decline letters):			
Goal 8	Measure	Target	Time Line
Evaluate Program's policies, procedures, and goals	<ul style="list-style-type: none"> • Self-assessment utilizing SACERS (School Age Care Environment Rating Scale) or YPQA (Youth Program Quality Assessment) 	<ul style="list-style-type: none"> • Develop plan to make progress in areas needing improvement and/or modifications 	September 2019 – August 2020
1. Status (check one): ___ in progress ___ complete			

Exhibit A Sample Contract

2. Describe assessment results and how the results were used to improve the program:			
Goal 9	Measure	Target	Time Line
Parent Survey	<ul style="list-style-type: none"> • Annual parent survey • Number of surveys completed 	<ul style="list-style-type: none"> • 70% satisfaction • 50% of surveys returned 	March 2020 – May 2020
1. Status (check one): ___ in progress ___ completed			
2. Survey Results:			
Program Requirements			
10. Submittal of current financial audit information			
<ul style="list-style-type: none"> • Engagement Letter: Status (check one): ___ in progress ___ completed (date submitted: ___) • Financial Audit: Status (check one): ___ in progress ___ completed (date submitted: ___) • IRS Form 990: Status (check one): ___ in progress ___ completed (date submitted: ___) 			
11. Develop a sustainability plan for funding prior to Contract termination			
<ul style="list-style-type: none"> • Status (check one): ___ in progress ___ completed • Describe key accomplishments and challenges: 			
12. Coordination with Students' schools			
<ul style="list-style-type: none"> • Status (check one): ___ in progress ___ completed • Describe key accomplishments and challenges to coordinate efforts to promote academic success with school staff and to provide services and activities that complement the regular instructional program: 			
13. Develop partnerships with agencies to provide additional services to Students and their families			
<ul style="list-style-type: none"> • Status (check one): ___ in progress ___ completed • Describe key accomplishments and challenges: 			

EXHIBIT K



Financial Partner Semi-Annual Utilization Report

Agency Name: _____

Reporting Period: _____

Name of Subcontractor Supplier/Vendor*	Description of Service/Good Provided ¹	Date(s) of Service	Dollar Expenditure

¹ Type of service or product provided (i.e., catering, printing, office supplies, courier service, etc.)

**If you propose to work with a firm that may qualify as an MWSBE but is not certified with the City, we encourage you to have the owner(s) apply for MWSBE Certification by contacting the Charlotte Business INclusion Office at (704) 336-4137.*

(Print Name)

Signature

Title

Date

EXHIBIT L

FEDERAL CONTRACT TERMS AND CONDITIONS

This Exhibit is attached and incorporated into the Out of School Time Program Contract (the "Contract") between the City of Charlotte and [SUB-RECIPIENT NAME] (the "Sub-recipient"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Sub-recipient represents and warrants that, as of the Effective Date of the Contract, neither the Sub-recipient nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Sub-recipient or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Sub-recipient shall notify the City immediately. The Sub-recipient's completed Form 11 – Vendor Debarment Certification is incorporated herein as Form L.1 below.
2. **Record Retention.** The Sub-recipient certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Sub-recipient further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Sub-recipient represents and warrants that in its performance under the Contract, the Sub-recipient shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** The Sub-recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** The Sub-recipient certifies that the Sub-recipient will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Sub-recipient certifies that:
 - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the

Exhibit A Sample Contract

making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

- 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
- 6.3. The Sub-recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 6.4. The Sub-recipient's completed Form 12 –Byrd Anti-Lobbying Certification is incorporated herein as Form L.2 below.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Sub-recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Sub-recipient is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** The Sub-recipient shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Sub-recipient, or any other party pertaining to any matter resulting from the Contract.

FORM L.1
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

SIGNED FORM SHALL BE INSERTED HERE IN FINAL CONTRACT

FORM L.2
BYRD ANTI-LOBBYING CERTIFICATION

SIGNED FORM SHALL BE INSERTED HERE IN FINAL CONTRACT