

# **Request for Qualifications (RFQ) for Project Management Services for various City projects (Contract SW-49C)**

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# Request for Qualifications (RFQ) for Project Management Services for various City projects (Contract SW-49C)

10. **Date of RFQ:** Wednesday May 11, 2016

20. **Project Manager and Contact with City; Questions about this RFQ.** Direct questions and concerns to

Mr. Ed Venable, P.E.  
Public Works Department  
101 City Hall Plaza 3<sup>rd</sup> Floor  
Durham, NC 27701-3329  
(919) 560-4326 Ext 30233  
[ed.venable@durhamnc.gov](mailto:ed.venable@durhamnc.gov)

If you have concerns about this RFQ that you believe are not being addressed by the project manager, please contact Mr. Marvin Williams, Director of Public Works at (919) 560-4326.

## DESCRIPTION OF PROJECT AND NATURE OF RFQ

**30. Project.** This is a Request for Qualifications (RFQ) from qualified firms (Engineers) to provide Project Management services for various City projects. The project manager work involved will be the same as a City staff project manager would perform. The projects involved are typically the installation of pedestrian improvements including sidewalks, bike lanes and may involve placing the sidewalk behind the ditch or require the installation of curb and gutter. Some of the projects are funded by the City, and some funded using Federal sources. Firms shall demonstrate previous experience in the management of Federally Funded projects for those that are so funded.

The RFQ project manual is available for download at the following web page.

<http://durhamnc.gov/509/Construction-Design-Projects-Active>

**40. Scope of Work.** The City is soliciting a person or firm to provide Project Management services for the below listed projects. The firm may indicate a preference for certain locations based on the project groupings, and these requests will be taken into consideration. Project awards could be made in its entirety to one firm, or a combination of firms, depending on qualification and capability.

### Project Manager:

The Project Manager will be responsible for the oversight of all aspects of the project and primarily keeping the work on schedule and in budget. The projects are federally funded bicycle and pedestrian improvements. There are a total of eight to twelve projects. The projects involved are typically the installation of pedestrian improvements including sidewalks, bike lanes and may involve placing the sidewalk behind the ditch or require the installation of curb and gutter. The Project Manager will act as an extension of City Staff. A single individual will have the responsibility of being the single point of contact with the City for each sidewalk project. The individual can manage more than one project. A firm may accomplish the work using a variety of staff and resources, but the single point of contact per individual sidewalk project must be maintained. The individual must be able to attend meetings on the project as necessary. Meetings may include City staff meetings, weekly project meetings, meeting with stake holders, and meetings in the evening with the public. The individual will also need to be in contact via email and phone. Office accommodations will need to be negotiated, and may not be available within City Hall. A typical project will have a five year timeline.

The following are activities that the individual will be responsible for providing oversight.

### Scoping:

Review the project parameters with the supervisor. Make a site visit to assess the project scope. Determine the funding source and amount. Prepare a ballpark cost estimate and determine a schedule. Develop a list of project stakeholders. Set up an electronic file and email repository. Organize an internal scoping meeting. Secure a consultant contract by soliciting quotes to complete the Environmental Categorical Exclusion documentation.

### Design:

Develop an RFQ to hire a consultant for design of the project. Secure approval from the NCDOT to proceed with advertising. Advertise the RFQ, conduct the selection process, and negotiate a design contract. Prepare a memo to accompany the agenda item to City Council for approval. With the help of the Design Professional, see that the following tasks are performed by the Firm. Organize a meeting with the public to seek input. Secure the necessary survey information. Prepare the design. Present the Design at various stages to the stakeholders for input. Secure the necessary permits to construct the project. Guide the process to secure NCDOT approval.

**Utility Relocation:**

Work with the Design Firm to provide a simplified construction drawing showing the existing ROW, proposed ROW, Temporary Construction Easements and Permanent Drainage Easements. Show the locations of utility poles that need to be moved and their location relative to the ROW. Research the history of the road and determine when the street was accepted for maintenance by the City or NCDOT. Locate any ROW dedication plats or historical maps. Clarify the picture formed by this information and present the picture to the City Attorney’s Office. Based on that meeting, prepare a position document that can be presented to the Utility Company to establish the City’s position on relocation and cost responsibilities. Ensure the Utility Company performs the relocations in a timely fashion to allow project construction to proceed.

**Acquisition:**

Prepare a packet of information for the City Real Estate division to provide them with the parameters of the acquisitions. Meet with City Real Estate to coordinate their efforts to acquire the property. As necessary, accompany the Real Estate division to meet with property owners and explain the construction impacts. Seek concurrence of the NCDOT ROW Office that the acquisitions have been performed in accordance with Federal Guidelines.

**Construction Bid:**

Develop a Project Manual to bid the construction work. Secure approval from the NCDOT to proceed with advertising. Advertise the project, conduct the bid opening, and negotiate a construction contract. Prepare a memo to accompany the agenda item to City Council for approval.

**Construction Administration and Inspection:**

Develop an RFQ to hire a consultant for Construction Administration and Inspection of the project. Secure approval from the NCDOT to proceed with advertising. Advertise the RFQ, conduct the selection process, and negotiate a contract. Prepare a memo to accompany the agenda item to City Council for approval.

**Construction:**

Conduct a Pre-Construction meeting to get the project underway. Secure NCDOT approval to proceed with construction. Monitor the work of the City or Consultant Inspector. Attend weekly meetings. Monitor the progress of the project to ensure it proceeds on schedule and within budget. Process change orders as necessary. Prepare and approve monthly payments. At the end of the project perform a punchlist inspection. Prepare appropriate documentation to receive NCDOT reimbursements.

**List of projects:**

<b>Group One</b>				
<b>CT #</b>	<b>Title</b>	<b>Limits</b>	<b>Notes</b>	<b>Funding</b>
SW-44	Carpenter Fletcher Sidewalk	from E. Woodcroft Pkwy to S. Alston	Functional Design Complete	Federal
SW-45	Cornwallis Sidewalk	from Chapel Hill Rd to S. Roxboro St	Functional Design Complete	Federal
SW-46	Hillandale Sidewalk	from I-85 to NC-147	Functional Design Complete	Federal
SW-47	Morreene Sidewalk	from Neal Rd to Erwin Rd	Functional Design Complete	Federal
<b>Group Two</b>				
<b>CT #</b>	<b>Title</b>	<b>Limits</b>	<b>Notes</b>	<b>Funding</b>
SW-50	Duke St. Sidewalk	from Murray to Roxboro	East Side	Federal
SW-51	NC 54 Sidewalk	from NC 55 to RTP	South Side	Federal
SW-52	LaSalle St Sidewalk	from Kangaroo to Sprunt	Both Sides	Federal
SW-53	Raynor St. Sidewalk	from Miami to Hardee	North Side	Federal

**Group Three**

<b>CT #</b>	<b>Title</b>	<b>Limits</b>	<b>Notes</b>	<b>Funding</b>
SW-54	Horton Rd. Sidewalk	from Stadium to Roxboro	One side, Side not yet determined	City
SW-55	Cook Rd. Sidewalk	from Fayetteville to MLK	One side, Side not yet determined	City
SW-56	Hardee St. Sidewalk	from Holloway to Cheek	One side, Side not yet determined	City
SW-57	Pickett Rd. Sidewalk	from Tower to Garrett	One side, Side not yet determined	City

**50. Compensation Amount and Schedule.** Progress payments will be made on a monthly basis reflective of the deliverables. Some months will involve a high level of activity, while other months will only involve a modest amount of monitoring of the activities of others as they perform their work. The contract can be structured to last approximately 12 to 18 months.

**60. Definitions in this RFQ: City, RFQ, Proposal, Candidate, Contractor, Should.** Unless the context indicates otherwise – (a) The expressions “RFQ,” “this RFQ,” and “the RFQ” refer to this document as it may be amended or updated. (b) “City” and “city” mean the City of Durham. (c) The “proposal” is the response of a person, firm, or corporation proposing to provide the services sought by this RFQ. (d) The word “Candidate” or “candidate” is the person, firm, or corporation that submits a proposal or that is considering submitting a proposal. (e) The word “Contractor” or “contractor” is the person, firm, or corporation with which the City enters into a contract to provide the services sought by this RFQ. That is, “contractor” generally refers to a successful candidate that has obtained a fully executed contract with the City, while “candidate” is generally reserved to the stage before a contract has been signed. (f) The word “should” is used to tell candidates what the City thinks it wants and/or what the project manager thinks is best. Candidates that want to increase the likelihood of being selected will, in general, do what the RFQ says candidates “should” do, but failure to comply with all “shoulds” will not necessarily and automatically result in rejection.

**70. Contract.** The City anticipates that the conclusion of the RFQ process will be a contract between the City and the successful candidate under which the successful candidate will provide the goods and services generally described in this RFQ. It is the City’s intention to use the contract that is attached as Exhibit A, modified and filled in to reflect the RFQ and the proposal. If a candidate objects to any of the contract, it should state the objections in its proposal.

**73. Equal Business Opportunity Program.** It is the policy of the City to provide equal opportunities for City contracting for underutilized firms owned by minorities and women doing business in the City’s Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all professional services categories.

While there are no UBE participation goals for this project, in accordance with the Ordinance, all proposers are required to submit the Participation Documentation and the Employee Breakdown form (Exhibit B). In lieu of the Employee Breakdown contractors may submit a copy of the current EEO-1 form (corporate basis). Proposals that do not contain the Participation Documentation form and Employee Breakdown may be deemed non-responsive and ineligible for consideration. The Letter of Intent to Perform as a Sub-consultant form included with the Equal Business Opportunity Program Professional Services forms should be completed only if an UBE firm will be utilized (Exhibit C). These forms must be submitted with the proposal. The “UBE Goals Not Met/Documentation of Good Faith Efforts” form and the “Post Proposal Submission Deviation” form are not applicable at this time.

The Department of Equal Opportunity/Equity Assurance is responsible for the Equal Business Opportunity Program. All questions about Professional Services Forms should be referred to Deborah Giles or other department staff at (919) 560-4180.

**80. Trade Secrets and Confidentiality.** As a general rule, all submissions to the City are available to any member of the public. However, if materials qualify as provided in this section, the City will take reasonable steps to keep trade secrets confidential.

Definitions.

In this section (Trade Secrets and Confidentiality) –

The term “candidate” includes the candidate as contractor (that is, after it is a party to a contract with the City).

The term “trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

- a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
- b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

The term "record" means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Durham in connection with the candidate's proposal.

**(a) Designation of Confidential Records.** To the extent that the candidate wishes to maintain the confidentiality of trade secrets contained in materials provided to the City, the candidate shall prominently designate the material with the words "trade secrets" at the time of its initial disclosure to the City. The candidate shall not designate any material provided to the City as trade secrets unless the candidate has a reasonable and good-faith belief that the material contains a trade secret. When requested by the City, the candidate shall promptly disclose to the City the candidate's reasoning for designating material as trade secrets; the candidate may need to label parts of that reasoning as trade secrets. In providing materials to the City, the candidate shall make reasonable efforts to separate those designated as trade secrets from those not so designated, both to facilitate the City's use of the materials and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a trade secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only trade secret information on a page and nothing else on that page.

To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated "trade secrets" in accordance with this section. Whenever the candidate ceases to have a good-faith belief that a particular record contains a trade secret, it shall promptly notify the City.

**(b) Request by Public for Access to Record.** When any person requests the City to provide access to a record designated as a trade secret in accordance with subsection (a) above, the City may

- (1) decline the request for access,
- (2) notify the candidate of the request and that the City has provided, or intends to provide, the person access to the record because applicable law requires that the access be granted, or
- (3) notify the candidate of the request and that the City intends to decline the request.

Before declining the request, the City may require the candidate to give further assurances so that the City can be certain that the candidate will comply with subsection (c) below.

**(c) Defense of City.** If the City declines the request for access to a record designated as trade secrets in accordance with subsection (a), then, in consideration of the promises in (b) above and for considering the candidate's proposal, the candidate agrees that it shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of the City's non-disclosure of the records. In providing that defense, the candidate shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the City Attorney.

Definitions. As used in this subsection (c), "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. "Indemnitees" means the City, and officers, officials, independent contractors, agents, and employees, of the City. "Indemnitees" does not include the candidate. The City may require the candidate to provide proof of the candidate's ability to pay the amounts that may reasonably be expected to become monetary obligations of the candidate pursuant to this section. If the candidate fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any person (including the City itself) to be placed in substantial risk of imprisonment, of being found by a court to be in contempt, or of being in violation of a court order. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the candidate.

**85. Reserved.**

**90. Bonds** No performance bond or payment bond is required for this contract.

**100. Insurance.** Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverage's and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. All insurance companies must be authorized to do business in North Carolina and have no less than an A VIII rating or better.

- 1) **Commercial General Liability** – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- 2) **Automobile Liability** – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site

- 3) **Workers' Compensation & Employers Liability** – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with limits of no less than \$1,000,000 each accident, each employee and policy limit.
- 4) **Additional Insured** – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'City of Durham as its interest may appear'.
- 5) **Certificate of Insurance** – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:
 

City of Durham  
Finance Department/Risk management  
City Hall Plaza, Annex  
Durham, NC 27701
- 6) **Umbrella or Excess Liability** – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Raleigh as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

**110. Discretion of the City.**

- A. The City of Durham reserves the right to reject any or all proposals.
- B. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the contrary provision refers specifically to this provision, the City reserves the right (i) to negotiate changes of any nature with any candidate with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not it is said that a proposal will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for some or all of the work with one or more persons, firms, or corporations that do not submit proposals. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion. This subparagraph B applies to the entire RFQ, including the SDBE portions.
- C. Where the City asks or tells candidates to do stated things, such as that a proposal should follow a stated format or that the candidate should do stated things in seeking the contract, the City may reject a proposal because it does not comply with those requests, so the candidate is adding to its risk of rejection by non-compliance. Still, the City may, in its discretion, waive non-compliance. This subsection (C) does not limit subsections (A) and (B).
- D. Of course, once a contract is signed, the parties to the contract may enforce the contract according to its terms as allowed by applicable law.

**SCHEDULE**

**120. Schedule.** This schedule is the City's best estimate of the schedule that will be followed. If a component of this schedule from the beginning to contract award is delayed, the rest of the schedule will be shifted by the same number of days.  
Last date for receipt of proposals: Thursday June 9, 2016

For Project Manager Services:  
Proposal Evaluation Committee to complete its evaluation, 45 days after previous step  
City Council authorizes the City Manager to sign the contract, 45 days after previous step  
City Manager and successful candidate sign contract, 45 days after previous step

**130. Keeping Proposals Open.** All proposals will remain open and valid for the City to accept for a period of 90 days after the deadline for submission of proposals. The Project Manager may release candidates from this obligation by a written letter that specifically refers to this paragraph if he or she determines that the candidate and/or the proposal will not meet the City's needs

**140. Deadline to Submit Proposals.** Candidates should see that their proposals are received at the following address by 4:00 PM on Thursday June 9, 2016.

**GETTING MORE INFORMATION ON THE PROJECT AND RFQ PROCESS**

**150. Questions.** Questions about the RFQ and the RFQ process should be submitted to the project manager identified at the beginning of this RFQ.

**160. Pre-submittal conferences, meetings, and site visits.** The City will conduct a pre-submittal meeting on Wednesday May 25, 2016 at 10:00 AM on the third floor of City Hall, Public Works West conference room (3B). Attendees should already be familiar with this RFQ.

**170. Updates and revisions to RFQ.** If you have supplied the Project Manager with your preferred method of contact (email, fax, etc.), updates to this RFQ (“addendums” or “addenda”) will be sent to you in that manner. This RFQ and addendums are normally posted on the City’s website, on the Purchasing Division’s webpage. Check that webpage to see that you have received all addenda.

## **EVALUATION CRITERIA**

**180. Evaluation Criteria.** If an award is made, it is expected that the City’s award will be to the candidate that agrees to meet the needs of the City. A number of relevant matters will be considered, including qualifications and cost.

### **190. Understanding of the Project**

Proposals will be evaluated against the questions set out below.

- (a) How well has the candidate demonstrated a thorough understanding of the purpose and scope of the project?
- (b) How well has the candidate identified issues and potential problems related to the project?
- (c) How well has the candidate demonstrated that it understands the deliverables the City expects it to provide?
- (d) How well has the candidate demonstrated that it understands the City’s schedule and can meet it?
- (e) Adherence to the City’s SDBE program.

### **200. Methodology Used for the Project**

Proposals will be evaluated against the questions set out below.

- (a) How well does the methodology depict a logical approach to fulfilling the requirements of the RFQ?
- (b) How well does the methodology match and contribute to achieving the objectives set out in the RFQ?
- (c) How well does the methodology interface with the schedule in the RFQ?

### **210. Management Plan for the Project**

Proposals will be evaluated against the questions set out below.

- (a) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFQ?
- (b) How well is accountability completely and clearly defined?
- (c) Is the organization of the project team clear?
- (d) How well does the management plan illustrate the lines of authority and communication?
- (e) To what extent does the candidate already have the hardware, equipment, and licenses necessary to perform the contract?
- (f) Does it appear that the candidate can meet the schedule set out in the RFQ?
- (g) Has the candidate offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFQ?
- (h) Is the proposal practical, feasible, and within budget?
- (i) How well have potential problems been identified?
- (j) Is the proposal responsive to all material requirements in the RFQ?

### **220. Experience and Qualifications**

Proposals will be evaluated against the questions set out below.

*Questions regarding the personnel.*

- (a) Do the individuals assigned to the project have experience on similar projects?
- (b) Are resumes complete and do they demonstrate backgrounds that are desirable for individuals engaged in the work the project requires?
- (c) How extensive are the applicable education and experience of the personnel designated to work on the project?
- (d) How knowledgeable are the candidate’s personnel of the local area and how many individuals have worked in the area previously?

*Questions regarding the candidate:*

- (e) How well has the candidate demonstrated experience in completing similar projects on time and within budget?
- (f) How successful is the general history of the candidate regarding timely and successful completion of projects?
- (g) Has the candidate provided letters of reference from clients?
- (h) How reasonable are the candidate's cost estimates?
- (i) If subcontractors will perform work on the contract, how well do they measure up to the evaluation used for the candidate?

**230. Contract Cost**

When soliciting for architects, engineers, surveyors, and CMARs, the best firm is identified without regard to cost.

**CONTENTS OF PROPOSAL**

**240. Contents of Proposal.**

The proposal should include sections, numbered as follows:

1. **Contact information.** Include the candidate's name and address, and the contact information (name, mailing address, email address, fax number, and telephone number) of the person whom the City should contact regarding the proposal.
2. **Legal Status of the Candidate and Signers.** State the full, exact name of the candidate. State whether the candidate is an individual, corporation, limited partnership, general partnership, limited liability company, professional corporation, professional association, etc. If it is anything other than an individual or a general partnership, specify the State under which the entity is organized. If the State under which the entity is organized is not North Carolina, specify whether the candidate has received a certificate of authority from the N. C. Secretary of State to transact business in North Carolina. State whether the entity is in existence at the time the proposal is submitted, and if not, whether and when the candidate intends to officially form the entity. State the names and titles of the individuals who will sign the contract with the City.
3. **Qualifications, References, and Licenses.** This part should include the candidate's experience on similar projects and include references and how to contact them. List the candidate's current licenses that are pertinent to this project.
4. **Project Team, Location of Work, and Subcontracting.** State the names and qualifications of the individuals who will have responsibility for this project
5. **Methods and Procedures.** State how the work will be accomplished. Explain if one individual will be in responsible charge or a team approach will be used.
6. **Compensation.** See section 50 (**Compensation Amount and Schedule**) above.
7. **Assumptions regarding City of Durham Actions and Participation.** If your proposal assumes that the City will take certain actions, provide facilities, or do anything else, you should state these assumptions explicitly.
8. **Equal Business Opportunity Program.** All contractors are required to provide information requested in the "SDBE Professional Services Forms" package. The "Declaration of Performance," "Participation Documentation," Managerial Profile," "Equal Employment Opportunity Statement" and the "Employee Breakdown" documents are required of all contractors. In lieu of "Employee Breakdown," contractors may submit a copy of the current EEO-1 form (corporate basis). Other forms in the package should be used as needed.
9. **Financial Condition, Insurance, and Bonds.** Not applicable.
10. **Conflict of Interest.** If the candidate has any grounds to believe there could be a conflict of interest, such as that a City employee who is involved in awarding the contract has a connection with the candidate, please explain.
11. **Non-collusion.** This RFQ constitutes an invitation to propose. Sign the following and include it with your response:

**NON-COLLUSION AFFIDAVIT**

By executing this proposal, I certify that this proposal is submitted to the City of Durham competitively and without collusion. I am authorized to represent the candidate both in submitting this bid and in making this Non-collusion Affidavit. To the best of my knowledge and belief, (1) the candidate has not violated N. C. General Statute section 133-24 in connection with the proposal, (2) the candidate has not entered into any agreement,



participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with its proposal, and (3) the candidate intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. The neuter includes the masculine and the feminine. The candidate to which this Non-Collusion Affidavit refers is:

\_\_\_\_\_  
(insert name of candidate)

\_\_\_\_\_  
(signature of individual)

**ACKNOWLEDGMENT**

Type or print name of the individual who signed the affidavit:

\_\_\_\_\_  
Type or print the name of Notary Public signing this acknowledgment:

\_\_\_\_\_

Place where acknowledgment occurred: County of \_\_\_\_\_, State of \_\_\_\_\_

Notary's residence : County of \_\_\_\_\_, State of \_\_\_\_\_

I, the Notary Public named above, certify (1) the individual named above personally appeared before me this day, (2) I have personal knowledge, or satisfactory evidence, of the individual's identity; and (3) the individual acknowledged signing the foregoing affidavit.

This the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public

My commission expires:  
\_\_\_\_\_

**COVER LETTER WITH PROPOSAL**

**250. Cover letter.** The proposal should contain a cover letter, signed by a principal of the candidate. The cover letter should contain the following statement:

The undersigned, whose title and position with the candidate are stated next to or beneath his or her signature, has the authority to submit this proposal (including this cover letter) on behalf of the candidate in response to the City of Durham's Request for Proposals.

Unless otherwise clearly stated in this response to the RFQ, our proposal accepts the terms and conditions stated in the RFQ, including the description of services to be performed and the provisions of the contract to be signed.

The cover letter should contain one of the following two paragraphs A or B. If (i) the cover letter lacks both paragraph A and paragraph B, or (ii) the cover letter contains paragraph A but fails to comply with the instructions in the section of the RFQ titled "Trade Secrets and Confidentiality," the City may treat everything it receives from the candidate as NOT trade secret or confidential, and the City may disclose to the public everything it receives from the candidate.

A. With respect to all trade secrets that the candidate may submit to the City in connection with this proposal or the contract, if the contract is awarded to the candidate, the candidate shall comply with the section of the RFQ titled "Trade Secrets and Confidentiality," including all of its subsections, including the subsection titled "Defense of City." The candidate acknowledges that the City will rely on the preceding sentence.

**-or-**

B. The candidate is not submitting any trade secrets to the City in connection with this proposal or the contract; if the contract is awarded to the candidate, the candidate will not submit any trade secrets to the City in connection with this proposal or the contract. The candidate acknowledges that the City will rely on the preceding sentence.

**260. Addendums.** The cover letter should list the last addendum that the City issues for this RFQ, with a statement such as *The undersigned candidate has read all the addendums issued by the City for this RFQ, through and including Addendum No. \_\_\_\_.* In that blank the candidate should list the number of the last addendum.

## HOW TO SUBMIT A PROPOSAL

### **270. How to submit a proposal.**

Candidates should submit their proposals in a sealed envelope. The envelope should be addressed for delivery to the Project Manager at the address shown in the “Project Manager and Contact with City” section at the beginning of this RFQ.

Write the following prominently on the outside of the envelope: Request for Qualifications for engineering project management (Contract SW-49C)

Proposals are to be received no later 4:00 PM on Thursday June 9, 2016. Proposals should not be made by email or fax.

**280. Format.** Submit one copy of the proposal and a memory stick with a PDF of the proposal.

**290. Alternative Proposals.** If you wish to submit a proposal that does not comply with the City’s standards and expectations, consider submitting two proposals: a proposal that complies, plus a proposal that does not comply, so that your “non-compliant” version can be considered as an alternative if the City is interested. This will allow your compliant version to be considered if the City remains steadfast on applying the standards and expectations.

**300. Candidate to Bear Expense; No Claims against City.** No candidate will have any claims or rights against the City arising out of the participation by a candidate in the proposal process. No candidate will have any claims or rights against the City for the City’s failure to award a contract to it or for awarding a contract to another person, firm, or corporation, regardless of whether the other person, firm, or corporation participated in the RFQ process or did not submit a proposal that complied with the RFQ. A notice of award will not constitute acceptance by the City; the City’s only method of acceptance is the City’s execution of a formal contract in accordance with law.

**310. Reserved.**

**320. Notice under the Americans with Disabilities Act.** A person with a disability may receive an auxiliary aid or service to effectively participate in city government activities by contacting the ADA Coordinator, voice (919) 560-4197, fax 560-4196, TTY (919) 560-1200, or [ADA@durhamnc.gov](mailto:ADA@durhamnc.gov), as soon as possible but no later than 48 hours before the event or deadline date.

**Aviso bajo el Acto de Americanos Discapacitados** – Una persona con una discapacidad puede recibir asistencia o servicio auxiliar para participar efectivamente en actividades del gobierno de la ciudad con ponerse en contacto con el Coordinador de ADA, buzón de voz (919) 560-4197, fax (919) 560-4196, TTY (919) 560-1200, o [ADA@durhamnc.gov](mailto:ADA@durhamnc.gov), lo más antes posible pero no menos de 48 horas antes del evento o fecha indicada.

### **330. Values of City of Durham regarding Treatment of Employees of Contractors**

**A. Statement of City EEO Policy.** The City of Durham opposes discrimination in employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Therefore, it desires that firms doing business with the City:

1. not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
2. take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. This action includes employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
3. state, in solicitations or advertisement for employees, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- 4- include this Statement of City EEO Policy in every purchase order for goods to be used in performing City contracts and in every subcontract related to City contracts.

**B. Livable Wage.** The City of Durham desires that firms doing business with the City pay their workers an hourly wage while working on City contracts such that, if annualized, a person working 40 hours per week will earn enough money to support a family of four above the poverty level, as poverty is defined by the United States Census Bureau. As of January 1, 2015, that wage is \$12.33 per hour. That wage is adjusted annually, and the wage as adjusted will be posted on the City’s Purchasing Division web page. The City’s desire is that firms pay the wage as adjusted from time to time.

---- End of RFQ ----