



REQUEST FOR QUALIFICATIONS (RFQ) AND REQUEST FOR PROPOSALS (RFP)

RFQ-RFP No. HMGP 4167MS

Hazard Mitigation Grant Program Miscellaneous Services

Date Issued: January 22, 2019

Contents

10. Date of RFQ-RFP	4
20. Project Manager and Contact with City; Questions about this RFQ-RFP	4
DESCRIPTION OF PROJECT AND NATURE OF RFQ-RFP	4
30. Project.....	4
40. Scope of Work.	4
50. Compensation Amount and Schedule.	5
60. Definitions in this RFQ-RFP: City, RFQ-RFP, Proposal, Candidate, Contractor, Should.	6
70. Contract.	6
80. Trade Secrets and Confidentiality.	6
85. Reserved.	7
90. Bonds.	7
100. Insurance Requirements.....	7
110. Discretion of the City.	9
SCHEDULE	9
120. Schedule.	9
130. Keeping Proposals Open.....	9
140. Deadline to Submit Proposals.	9
GETTING MORE INFORMATION ON THE PROJECT AND RFQ-RFP PROCESS.....	9
150. Questions.....	9
160. Pre-submittal conferences, meetings, and site visits.	9
170. Updates and revisions to RFQ-RFP.	10
EVALUATION CRITERIA.....	10
180. Evaluation Criteria.	10
190. Cover Letter.	10
200. Tab 1: Qualifications.	10
210. Tab 2: Experience.	10
220. Tab 3: Understanding of the Project.	10
225. Tab 4: Miscellaneous.	10
226. Reserved.	10
230. Reserved.	10

CONTENTS OF PROPOSAL..... 10

240. Contents of Submittal..... 10

250. Equal Business Opportunity Program (EBOP). 11

HOW TO SUBMIT A PROPOSAL..... 12

270. How to submit a proposal. 12

280. Format. 12

290. Alternative Proposals..... 12

300. Candidate to Bear Expense; No Claims against City. 12

310. State Treasurer’s lists regarding Iran and Boycott of Israel. 12

320. Notice under the Americans with Disabilities Act. 13

330. Values of City of Durham regarding Treatment of Employees of Contractors..... 13

Exhibit A - City of Durham, Equal Business Opportunity Program, Professional Services Forms A

Exhibit B - City of Durham, Equal Business Opportunity Program, Procurement Forms..... B

Exhibit C – Non-Collusion Affidavit C

Exhibit D – Services Contract D

10. Date of RFQ-RFP.

January 22, 2019

20. Project Manager and Contact with City; Questions about this RFQ-RFP.

Direct questions and concerns to the following.

ATTN: Dana Hornkohl
Public Works Department
101 City Hall Plaza
Durham NC 27701-3329
Phone: (919) 560-4326, ext. 30246
Fax: (919) 560-4316
E-mail: Dana.Hornkohl@DurhamNC.gov

Project Web Page: <http://durhamnc.gov/3812>

If you have concerns about this RFQ-RFP that you believe are not being addressed by the project manager, please contact the following.

ATTN: Paul Wiebke
Public Works Department
101 City Hall Plaza
Durham NC 27701-3329
Phone: (919) 560-4326
Fax: (919) 560-4316
E-mail: Paul.Wiebke@DurhamNC.gov

DESCRIPTION OF PROJECT AND NATURE OF RFQ-RFP

30. Project. The City of Durham is seeking miscellaneous services to perform work on Hazard Mitigation Grant Program (HMGP) projects for elevation (one unit, HMGP 4167-0009-R) and acquisition (6 units, HMGP 4167-0014-R). These services include structural engineering, surveying, legal, appraisal, and asbestos inspection services. The Request for Qualifications (RFQ) is for structural engineering and surveying services. The Request for Proposals (RFP) is for legal, appraisal, and asbestos inspection services. The City expects and intends to enter into an individual contract for each service. This work is to be conducted with Federal Emergency Management Agency (FEMA) and North Carolina State funds pursuant to the grant agreements executed between the City of Durham and the State of North Carolina, Department of Public Safety, Division of Emergency Management. The HMGP project locations are listed below.

- Elevation (HMGP 4167-0009-R): Structural engineering, surveying, and legal services
 - 303 Obie Drive, Durham NC 27713 ([Google Maps](#))
- Acquisition (HMGP 4167-0014-R): Surveying, legal, appraisal, and asbestos inspection services
 - 1806 Albany Street, Durham NC 27705 ([Google Maps](#))
 - 2303 Cardinal Drive, Durham NC 27707 ([Google Maps](#))
 - 2414 Acadia Street, Durham NC 27704 ([Google Maps](#))
 - 2418 Acadia Street, Durham NC 27704 ([Google Maps](#))
 - 2420 Acadia Street, Durham NC 27704 ([Google Maps](#))
 - 2424 Acadia Street, Durham NC 27704 ([Google Maps](#))

40. Scope of Work. The City is soliciting persons or firms to provide the following services for HMGP elevation and acquisition projects.

40.1. Structural Engineering (RFQ)

The North Carolina Registered Professional Engineer(s) shall work with the Project Manager and the City-County Inspections Department to assist in the implementation and completion of the HMGP elevation project. The selected firm shall provide the following in accordance with HMGP requirements:

1. Development of specific foundation specifications and construction drawings for the HMGP elevation project based upon the North Carolina Residential Building Code requirements, FEMA requirements, and generally accepted structural design standards.
2. Pre-elevation and reconstruction inspection of the structure proposed for HMGP elevation project as well as preparation of a written statement for the HMGP elevation project feasibility checklist and Scope of Work indicating any concerns with structural feasibility and briefly outlining any proposed unit-specific design modifications.
3. Limited technical feasibility analysis and engineering design at the specific request of the City-County Inspections Department for structures requiring engineering design modifications in excess of the requirements of the North Carolina Residential Building Code and/or the generally accepted structural design standards.
4. Limited on-site inspection and review of elevation contractor's work at the request of the City, including provision of written documentation to the City-County Inspections Department certifying that completed unit-specific foundation and accesses were properly constructed.

40.2. Surveying (RFQ)

The North Carolina Registered Land Surveyor(s) shall provide the City with legal boundary surveys for the HMGP elevation and acquisition projects as well as the elevation certificates required for the HMGP elevation project. The City anticipates that the surveying work outlined in this RFQ will be completed over approximately thirty days beginning in March 2019. The project requires a good working knowledge of boundary surveying in the Durham NC area and specific experience with property acquisition projects and elevation certificates. Boundary surveys shall include a site survey map showing parcel boundaries and location of main and accessory structures. Elevation certificates shall be required for the HMGP elevation project based on the following conditions: existing conditions, construction drawings, building under construction, and finished construction.

40.3. Legal (RFP)

The City will require legal services from a private firm. Required services shall consist of preparation of preliminary title opinions for properties to be elevated or acquired, preparation of closing documents, and minimal general legal advice.

40.4. Appraisal (RFP)

The City will require appraisal services from a North Carolina Certified Real Estate Appraiser. Required services shall include preparation of Uniform Residential Appraisal Reports and/or review appraisals as required by 49CFR24 for the acquisition of real property with federal funds.

40.5. Asbestos Inspection (RFP)

The City will require services from a North Carolina Licensed Asbestos Inspector. The submitting firm shall provide the City with asbestos inspections required for the demolition of six residential structures in Durham NC. The successful inspector shall perform a full site inspection for asbestos in accordance with all rules, policies, and procedures of the North Carolina Department of Health and Human Services (NCHHS), produce an asbestos inspection report in conformance with 15A NCAC 19C.0601-0607, and provide it to the designated Project Manager for the City of Durham.

50. Compensation Amount and Schedule. The City expects that the successful firms will be compensated for the work as described below.

50.1. Structural Engineering (RFQ)

1. Lump sum fee for each service listed in section 40.1 (1-3), except on-site inspection and review of elevation contractor's work, section 40.1 (4)
2. Labor fee plus expense basis with a maximum labor fee for site inspection and review of elevation contractor's work listed in section 40.1 (4)

50.2. Surveying (RFQ)

1. Lump sum fee for each boundary survey for each property
2. Lump sum fee for each elevation certificate

50.3. Legal (RFP)

1. Lump sum fee for preliminary title opinions for each property
2. Lump sum fee for preparing closing documents for each property
3. Labor fee plus expense basis with a maximum labor fee for general legal advice

50.4. Appraisal (RFP)

1. Lump sum fee for Uniform Residential Appraisal Reports for each parcel
2. Lump sum fee for review appraisal reports for each parcel

50.5. Asbestos Inspection (RFP)

1. Lump sum fee site asbestos inspection for each parcel
2. Fixed fee for each processed sample

Valid expenses include reproduction and express delivery service. For this RFQ-RFP, travel, lodging, and per diem costs are not considered valid expenses.

Progress payments will be paid monthly for acceptable work and valid expenses. Payment will be made within 30-days of receipt of monthly invoice. Invoices shall include a breakdown of labor towards each section in the scope of work along with a description of the work completed.

The City expects each of the services to be completed within forty-five calendar days of the Notice to Proceed, except where services are dependent on a subsequent construction contract (1b and 2b). Where services are dependent on a subsequent construction contract, services shall be performed so as to keep construction on schedule.

60. Definitions in this RFQ-RFP: City, RFQ-RFP, Proposal, Candidate, Contractor, Should.

Unless the context indicates otherwise – (a) The expressions “RFQ-RFP,” “this RFQ-RFP,” and “the RFQ-RFP” 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-RFP. For purposes of this RFQ-RFP, references to the term “proposal” may also refer to “statement of qualifications” depending upon the context and use of the term. (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-RFP. 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-RFP 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-RFP process will be five services contracts between the City and the successful candidates under which the successful candidate will provide the goods and services generally described in this RFQ-RFP. It is the City’s intention to use the contract that is attached as Exhibit D, modified and filled in to reflect the RFQ-RFP and the proposal. If a candidate objects to any of the contract, it should state the objections in its proposal.

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 these contracts.

100. Insurance Requirements. Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable 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.

100.1. Structural Engineering and Surveying Services (RFQ)

- A. Professional Liability. Limits no less than \$1,000,000 each occurrence.
- B. 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 Durham 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.

- C. Worker's Compensation & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.
- D. Additional Insured. Consultant agrees to endorse the City of Durham as an additional Insured on the Professional Liability coverage.
- E. Certificate of Insurance. Consultant agrees to provide the 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 Consultant's insurer. If Consultant 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, Consultant 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 the coverage no longer in compliance. Certificate Holder address should read:

City of Durham
ATTN: Dana P. Hornkohl, PE, CFM
Public Works Department
101 City Hall Plaza
Durham, NC 27701
E-mail: Dana.Hornkohl@DurhamNC.gov

- F. All insurance companies must be authorized to do business in North Carolina with a Best rating A-VIII or higher.

100.2. Legal, Appraisal, and Asbestos Inspection Services (RFP)

- A. 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.
- B. 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.
- C. 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 Durham 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.
- D. Worker's Compensation & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.
- E. 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'.
- F. 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
ATTN: Dana P. Hornkohl, PE, CFM
Public Works Department
101 City Hall Plaza
Durham, NC 27701
E-mail: Dana.Hornkohl@DurhamNC.gov

- G. All insurance companies must be authorized to do business in North Carolina with a Best rating A-VIII or higher.

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-RFP, including the Equal Business Opportunity Program (Section 250) 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 receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

Advertisement of Request for Proposals: January 22, 2019

Pre-Submittal Conference: February 5, 2019, 1:30 PM

Last date and time for receipt of proposals: February 26, 2019, 1:30 PM

Submittal Evaluation Committee to complete its evaluation: 7-days after previous step.

Interviews (if necessary): 7-days after previous step.

City Manager and successful candidate execute contract: 14-days after previous step.

Notice to Proceed: 5-days after the previous step (anticipated March 2019).

The City expects each of the services to be completed within forty-five calendar days of the Notice to Proceed, except where services are dependent on a subsequent construction contract (Section 40, 1b and 2b). Where services are dependent on a subsequent construction contract, services shall be performed so as to keep construction on schedule.

130. Keeping Proposals Open. All proposals will remain open and valid for the City to accept for a period of 60-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 1:30 PM, February 26, 2019, 101 City Hall Plaza, Third Floor Customer Service Desk, Durham NC 27701.

GETTING MORE INFORMATION ON THE PROJECT AND RFQ-RFP PROCESS

150. Questions. Questions about the RFQ-RFP and the RFQ-RFP process should be submitted to the Project Manager identified at the beginning of this RFQ-RFP.

160. Pre-submittal conferences, meetings, and site visits. The City will conduct a pre-submittal conference at 1:30 PM, February 5, 2019, 101 City Hall Plaza, Third Floor Conference Room, Durham NC 27701. Attendees should already be familiar with this RFQ-RFP. Attendance is not required, but may be included in the RFQ-RFP evaluation criteria.

170. Updates and revisions to RFQ-RFP. If you have supplied the Project Manager with your e-mail address, updates to this RFQ-RFP (“addendums” or “addenda”) will be sent to you in that manner. Current project information may also be found on the project web page: <http://durhamnc.gov/3812>.

EVALUATION CRITERIA

180. Evaluation Criteria. If awards are made, it is expected that the City’s awards will be to the candidates that agree to meet the needs of the City. A number of relevant matters will be considered, including proposals and cost. Evaluation of the structural engineering and surveying submittals shall be based on qualifications and not cost. The Evaluation Criteria are intended to be used to make recommendations to the entity or person (the City Manager or the City Council) who will award the contracts, but who are not bound to use these criteria or to award on the basis of the recommendation. The City reserves the right to change the criteria and to otherwise vary from this procedure as it determines to be in the City’s interest.

190. Cover Letter. Submittals will be evaluated to determine how well the cover letter meets the requirements set out in the RFQ-RFP.

200. Tab 1: Qualifications. Submittals will be evaluated to determine how qualified the submitter is in meeting the requirements of the RFQ-RFP.

210. Tab 2: Experience. Submittals will be evaluated to determine the experience of the submitter in similar projects.

220. Tab 3: Understanding of the Project. Submittals will be evaluated to determine how well the submitter displays their understanding of the project and requirements described in the RFQ-RFP.

225. Tab 4: Miscellaneous. Submittals will be evaluated to determine how well the submitter meets miscellaneous requirements described in the RFQ-RFP.

226. Reserved.

230. Reserved.

CONTENTS OF PROPOSAL

240. Contents of Submittal. The submittal should include the following sections (tabs). Cover letter shall be a maximum of two single-sided pages in length. Tabs 1 through 4 shall be a maximum of two pages in length each. Required forms, resumes, and tabs/dividers do not count toward the page limit.

- A. **Cover Letter.** The submittal should contain a cover letter, signed by a principal of the candidate. The cover letter shall be a maximum of two single-sided pages in length and will not count towards the overall page limit. The cover letter should contain the following statements and information.
 1. Statement 1. 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.
 2. Statement 2. Unless otherwise clearly stated in this response to the RFQ-RFP, our proposal accepts the terms and conditions stated in the RFQ-RFP, including the description of services to be performed and the provisions of the contract to be signed.
 3. Statement 3. This submittal is not an offer, and the candidate retains the right to decline to enter into a contract with the City for this project.
 4. Statement 4. 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-RFP 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-RFP 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.

5. Contact information. Include the candidate's name and address, and the contact information (name, mailing address, e-mail address, fax number, and telephone number) of the person whom the City should contact regarding the proposal.
 6. 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.
 7. 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.
 8. Addendums. The cover letter should list the last addendum that the City issues for this RFQ-RFP, with the following statement, "The undersigned candidate has read all the addendums issued by the City for this RFQ-RFP, through and including Addendum No. ____." In that blank the candidate should list the number of the last addendum read.
- B. **Tab 1: Qualifications.** Qualifications, certifications, and abilities of key staff identified in the proposal, as demonstrated by performance/role in projects of a similar nature. Provide a detailed list of the key staff identified to perform the work. You may include one page resumes for key staff. Resumes will not be included in the page count of a submittal. Listed below is additional information required based on the specific service.
1. Structural Engineering. Discuss the firm's qualifications in residential structural engineering and HMGP elevation projects.
- C. **Tab 2: Experience.** List a maximum of five (5) relevant, similar projects, either currently in progress or having been completed in the past five (5) years, including any projects within North Carolina, containing work demonstrating the skills and abilities of the key team members. Include reference information for all projects. Listed below is additional information required based on the specific service.
1. Structural Engineering. Discuss the firm's experience in residential structural engineering, including specifics about HMGP elevation projects.
- D. **Tab 3: Understanding of the Project.** Discuss the firm's understanding of the project, the project objectives, and describe the proposed project approach to deliver the Services in an effective, timely and professional manner. Outline the project plans, structure and services to be provided and how and when these services shall be provided. This description should fully and completely demonstrate the firm's intended methods for servicing the requirements of all aspects of all types of projects set forth herein.
- E. **Tab 4: Miscellaneous.** Discuss the firm's availability and ability to meet the schedule outlined in Section 120. Discuss how the team adhered to the requirements of the Equal Business Opportunity Program (see Section 250). Include the complete Non-Collusion Affidavit (see Exhibit C). Listed below is additional information required based on the specific service.
1. Structural Engineering. Provide fees for the work described in Sections 40.1 and 50.1.
 2. Surveying. Provide fees for the work described in Sections 40.2 and 50.2.
 3. Legal. Provide fees for the work described in Sections 40.3 and 50.3.
 4. Appraisal. Provide fees for the work described in Sections 40.4 and 50.4.
 5. Asbestos Inspections. Provide fees for the work described in Sections 40.5 and 50.5.

250. Equal Business Opportunity Program (EBOP).

- A. 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 City contracting, including procurement services.

- B. In accordance with the Ordinance, all contractors are required to provide information requested in the “Equal Business Opportunity Program Professional Services or Procurement Forms” package included with this RFQ-RFP. Submittals that do not contain the appropriate, completed forms will be deemed non-responsive and ineligible for consideration.
 - a. Structural engineering and surveying submittals should utilize the Professional Services Forms (Exhibit A).
 - b. Legal, appraisal, and asbestos inspection submittals should utilize the Procurement Forms (Exhibit B).
- C. For professional and procurement services that have no UBE goals, only the “Employee Breakdown” form is required. These projects have no UBE goals.
- D. The Department of Equal Opportunity/Equity Assurance is responsible for the Equal Business Opportunity Program. All questions about “Equal Business Opportunity Program Procurement Forms” should be referred to Deborah Giles or other department staff at (919) 560-4180.

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-RFP.

Write the following prominently on the outside of the envelope:

Hazard Mitigation Grant Program Miscellaneous Services (RFQ-RFP No. HMGP 4167MS)

Proposals are to be received no later than February 26, 2019 at 1:30 PM. Proposals should not be made by e-mail or fax.

280. Format. Interested firms shall submit one (1) bound original proposal, including all required forms and one (1) CD or USB-drive containing a digital copy of the complete proposal package in PDF format. Please begin the file name of your PDF copy with the lead firm’s name.

Cover letter shall be a maximum of two single-sided pages in length. Tabs 1 through 4 shall be a maximum of two single-sided pages each in length, for a total maximum length of eight pages. Required forms, resumes, and tabs/dividers do not count toward the page limit.

Proposals shall be printed on 8-1/2” x 11” paper; although pages containing organizational charts, matrices, or large diagrams may be printed on 11” X 17” paper in order to preserve legibility (provided they have been z-folded). Type size shall be no smaller than 12 points for narrative sections, but may be reduced for captions, footnotes, etc. as required while maintaining legibility. Divider pages are not included in the page counts. Submissions that do not conform to the requirements listed herein may be removed from consideration at the sole discretion of the City of Durham.

Please submit packages comprised of materials that are easily recyclable or reusable.

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-RFP process or did not submit a proposal that complied with the RFQ-RFP. 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. State Treasurer’s lists regarding Iran and Boycott of Israel.

If the value of the contract is \$1,000 or more, the following applies unless the candidate otherwise states in its proposal: the candidate affirms (by submitting a proposal) that (1) its name does not appear on the list of companies that are engaged in a boycott of Israel developed by the N. C. State Treasurer under N.C.G.S. 147-86.81(a)(1) or on a list created by the Treasurer pursuant to N.C.G.S. 147-86.58

as a company engaging in investment activities in Iran, and (2) it has no reason to expect that its name will appear on either of those lists. Take notice that a contract between a company named on either list and the City may be void.

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, 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, 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 a livable wage rate while working on City contracts. The livable wage rate is \$15.00 per hour for July 1, 2018 – June 30, 2019. The City will re-set the rate for the period after June 30, 2019. That wage is adjusted annually, and the wage as adjusted will be posted on the City's Purchasing Division web page (<http://durhamnc.gov/3695>).

Exhibit A - City of Durham, Equal Business Opportunity Program, Professional Services Forms

Exhibit B - City of Durham, Equal Business Opportunity Program, Procurement Forms

Exhibit C – Non-Collusion Affidavit

Exhibit D – Services Contract