



CITY OF DURHAM

City-County Sustainability Office
120 E. Parrish Street, 1st Floor
Durham NC 27701

Request for Proposals

RFP *EECBG-R1*

Date of Issue: *August 31, 2009*

Residential Energy Efficiency Improvement Project

Through this RFP, the City of Durham is soliciting proposals for project management and outreach activities for a 3-year neighborhood-based, residential energy-efficiency retrofit program.

Proposers Are Not Required To Return This Form.

| | |
|--|----------------------------------|
| Tobin L. Freid | Project Manager Name |
| <i>Sustainability Manager</i> | Project Manager Title |
| Durham City-County Sustainability Office | Project Manager Division |
| (919) 560-7999 | Project Manager Telephone Number |
| <i>tfreid@durhamcountync.gov</i> | Project Manager E-mail Address |

TABLE OF CONTENTS

SECTION ONE

Introduction and Instructions

| | | Page |
|------|--|-------------|
| 1.01 | Definitions | 5 |
| 1.02 | Return Mailing Address, Contact Person, Telephone & Fax Numbers, Deadline for Receipt of Proposals | 5 |
| 1.03 | Contract Term & Work Schedule | 5 |
| 1.04 | Purpose of the Request for Proposal (RFP) | 6 |
| 1.05 | Budget | 7 |
| 1.06 | Location of Work | 7 |
| 1.07 | Notice Under the Americans with Disabilities Act (ADA) | 7 |
| 1.08 | Required Review | 7 |
| 1.09 | Questions/Clarifications Received Prior to Opening of Proposals | 8 |
| 1.10 | Amendments | 8 |
| 1.11 | Right of Rejection | 8 |
| 1.12 | City of Durham Not Responsible for Preparation Costs | 8 |
| 1.13 | Disclosure of Proposal Contents | 8 |
| 1.14 | Subcontractors | 9 |
| 1.15 | Joint Ventures | 9 |
| 1.16 | Proposer's Certification | 9 |
| 1.17 | Conflict of Interest | 10 |
| 1.18 | Right to Inspect Place of Business | 10 |
| 1.19 | Solicitation Advertising | 10 |
| 1.20 | New Releases | 10 |
| 1.21 | Assignment | 10 |
| 1.22 | Disputes | 10 |
| 1.23 | Severability | 11 |
| 1.24 | Equal Business Opportunity Program | 11 |
| 1.25 | Limit on Claims | 11 |

SECTION TWO

Standard Proposal Information

| | | |
|------|---|----|
| 2.01 | Authorized Signature | 12 |
| 2.02 | Pre-proposal Conference | 12 |
| 2.03 | Site Inspection | 12 |
| 2.04 | Supplemental Terms and Conditions | 12 |
| 2.05 | Discussions with Responders | 13 |
| 2.06 | Prior Experience | 13 |
| 2.07 | Evaluation of Proposals | 14 |
| 2.08 | Vendor Tax ID | 14 |
| 2.09 | Other Federal ID Information | 14 |
| 2.10 | F.O.B. Point | 14 |
| 2.11 | City of Durham Business License & Other Required Licenses | 14 |

| | | |
|------|---------------------------------|------------|
| 2.12 | Contract Negotiations | Page 15 |
| 2.13 | Failure to Negotiate | 15 |
| 2.14 | Notice of Intent to Award (NIA) | 15 |

SECTION THREE

Standard Contract Information

| | | |
|------|---|----|
| 3.01 | Contract Type | 16 |
| 3.02 | Contract Approval | 16 |
| 3.03 | Proposal as a Part of the Contract | 16 |
| 3.04 | Additional Terms and Conditions | 16 |
| 3.05 | Insurance Requirements | 16 |
| 3.06 | Bid Deposit - Performance Bond - Surety Deposit | 17 |
| 3.07 | Proposed Payment Procedures | 17 |
| 3.08 | Contract Payment | 18 |
| 3.09 | Informal Debriefing | 18 |
| 3.10 | Termination for Default | 18 |
| 3.11 | Contract Changes - Unanticipated Amendments | 18 |
| 3.12 | Contract Invalidation | 18 |
| 3.13 | Non-Discrimination Clause | 19 |
| 3.14 | EEO Provisions | 19 |

SECTION FOUR

Background Information

| | | |
|------|------------------------|----|
| 4.01 | Background Information | 20 |
|------|------------------------|----|

SECTION FIVE

Scope of Work

| | | |
|------|---------------|----|
| 5.01 | Scope of Work | 21 |
| 5.02 | Deliverables | 22 |
| 5.03 | Work Schedule | 23 |

SECTION SIX

Proposal Format and Content

| | | |
|------|--|----|
| 6.01 | Proposal Format and Content | 24 |
| 6.02 | Introduction | 24 |
| 6.03 | Understanding of the Project | 25 |
| 6.04 | Methodology used for the Project | 25 |
| 6.05 | Management Plan for the Project | 25 |
| 6.06 | Experience and Qualifications | 25 |
| 6.07 | Cost Proposal | 26 |
| 6.08 | Statement of Job Creation and/or Retention | 26 |
| 6.09 | Non-collusion | 26 |

| | | |
|------|--|----|
| 6.10 | Small and Disadvantaged Business Enterprise (SDBE) Forms Requirement | 26 |
|------|--|----|

SECTION SEVEN

Evaluation Criteria and Contractor Selection

| | | |
|------|----------------------------------|----|
| 7.01 | Understanding the Project | 27 |
| 7.02 | Methodology used for the Project | 27 |
| 7.03 | Management Plan for the Project | 28 |
| 7.04 | Experience and Qualifications | 28 |
| 7.05 | Contract Cost | 29 |

SECTION EIGHT

Attachments

| | | |
|------|---|----|
| 8.01 | Sample Proposal Evaluation Form | 30 |
| 8.02 | Standard Agreement Form | 32 |
| 8.03 | Policy to Promote Environmentally Sound Practices by City of Durham Vendors By City of Durham Vendors | 40 |
| 8.04 | Small and Disadvantaged Business Enterprise (SDBE) forms | 42 |

Section One

Introduction and Instructions

1.01

Definitions

“City” means the City of Durham. “Proposal” is the response of a person, firm, or corporation proposing to provide the services sought by this RFP. “Proposer” is the person, firm, organization or corporation that submits a proposal. “Contractor” is the Proposer with which the City enters into a contract to provide the services sought by this RFP.

1.02

Return Mailing Address, Contact Person, Telephone & Fax Numbers, Deadline for Receipt of Proposals

Proposers must submit Five (5) copies of their proposal in writing and 1 electronic copy (MS Word or .pdf) on a disk or jump drive to the **Sustainability Manager** in a sealed envelope. It must be addressed as set out below.

Tobin L. Freid
Reference: EECBG-R1
City-County Sustainability Manager
120 E. Parrish Street, 1st Floor
Durham NC 27701

Proposals must be received no later than 4:00 p.m., on **September 29, 2009**. Fax proposals and oral proposals are not acceptable. Proposals must be printed double-sided on recycled content paper and unbound.

1.03

Contract Term & Work Schedule

The contract term and work schedule set out herein represent the City's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, approximately November 6, 2009, for approximately 984 calendar days until completion, approximately July 24, 2012.

The approximate contract schedule is as follows:

- [a] Issue RFP – **August 31, 2009**.
- [b] Pre-proposal Meeting – **September 10, 2009 at 10:00 AM**.
- [c] Proposal due date – **September 29, 2009, 4:00 PM**.
- [d] Proposal Evaluation Committee complete evaluation – **October 6, 2009**.
- [e] City award contract – **November 2, 2009**.

- [f] Contractor begins work – **November 6th, 2009.**
- [g] Final promotional materials, survey and factsheets submitted to City – **December 31, 2009.**
- [h] Attend meetings and submit report on recognition program to City – **October 21, 2009 to December 31, 2009.**
- [i] All neighborhood informational meetings complete – **January 31, 2010.**
- [j] Door-to-door outreach and household recruitment – **February 1, 2010 to June 30, 2010.**
- [k] Report on efforts to secure materials discounts submitted to City – **March 1, 2010.**
- [l] Volunteer training and evaluation – **February 1, 2010 to May 1, 2010.**
- [m] Demonstration model complete – **June 1, 2010.**
- [n] Do-it-yourself workshops – **July 1, 2010 to December 31, 2010.**
- [o] Energy bill data collection and analysis – **March 1, 2010 to July 15, 2012.**
- [p] Federal and City quarterly reports and copies of the participant excel data base submitted – **January 10, 2009; April 10, 2009; July 10, 2009; October 10, 2009; January 10, 2010; April 10, 2010; July 10, 2010; October 10, 2010; January 10, 2011; April 10, 2011; July 10, 2011; October 10, 2011; January 10, 2012; April 10, 2012; July 10, 2012.**
- [q] Submit final participant excel data base, energy data database and analysis, analysis of pre- and post- surveys, and final report – **July 24, 2012.**

1.04

Purpose of the Request for Proposal (RFP)

The Sustainability Office is soliciting proposals for project management and outreach activities for a 3-year neighborhood-based, residential energy-efficiency retrofit program.

The City of Durham has received a grant of \$2.1 million from the U.S. DOE's Energy Efficiency and Conservation Block Grant Program funded through the American Recovery and Reinvestment Act (ARRA). The City of Durham is directing \$1,008,000 of this grant to a residential energy-efficiency retrofit program to enhance energy conservation in the community. This program will include contracting with companies to provide basic energy assessments and retrofits on at least 350 homes. The City seeks proposals to manage the project, including recruiting, training, and coordinating volunteers; organizing community info and training sessions; and coordinating home retrofits.

1.05

Budget

The Sustainability Office estimates a budget of between **\$305,000** and **\$315,000** dollars for completion of this project.

1.06

Location of Work

The location(s) the work is to be performed completed and managed is ***within the City of Durham, North Carolina.***

The City ***WILL NOT*** provide workspace for the contractor. The contractor must provide its own workspace.

1.07

Notice Under the Americans with Disabilities Act (ADA).

The City of Durham will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities, The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Anyone who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in the City program, service, or activity, should contact the office of Stacey Poston, ADA Coordinator, Voice: 919-560-4197 x22254, TTY: 919-560-1200; stacey.poston@durhamnc.gov, as soon as possible but **no later than 48 hours** before the scheduled event.

1.08

Required Review

Proposers should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the Sustainability Manager at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Proposers' proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the contracting officer, in writing, at least ten days before the time set for opening.

1.09

Questions Received before Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the *Sustainability Manager*. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The *Sustainability Manager* will make that decision.

1.10 Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP as well as posted in all locations where the City posted the original RFP.

1.11 Right of Rejection

The City of Durham reserves the right to reject any or all proposals.

1.12 City of Durham Not Responsible for Preparation Costs

The City of Durham will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.13 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the City of Durham. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the Proposer requests, in writing, that the Sustainability Manager does so, and if the Sustainability Manager agrees, in writing, to do so. Material considered confidential by the Proposer must be clearly identified and the Proposer must include a brief Statement that sets out the reasons for confidentiality.

1.14 Subcontractors

Subcontractors will not be allowed.

1.15 Joint Ventures

Joint ventures will not be allowed.

1.16

Proposer's Certification

By signature on their proposal, responders certify that

[a] their offers will remain open and valid for at least 90 days

and that they comply with

[b] the laws of the State of North Carolina,

[c] the applicable portion of the Federal Civil Rights Act of 1964,

[d] the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,

[e] the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government,

[f] all terms and conditions set out in this RFP, and

[g] a condition that the proposal submitted was arrived at independently, without collusion, under penalty of perjury.

By signature on their proposal, responders also certify that programs, services, and activities provided to the general public under the resulting contract are in conformance with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any responder fails to comply with [a] through [g] of this paragraph, the City of Durham reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

1.17

Conflict of Interest

Each proposal shall include a statement indicating whether or not the organization or any individuals working on the contract has a possible conflict of interest (e.g., employed by the City of Durham) and, if so, the nature of that conflict. The Durham City Council reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the responder. The City Council's determination regarding any questions of conflict of interest shall be final.

1.18

Right to Inspect Place of Business

At reasonable times, the City of Durham may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the City makes such an inspection, the contractor must provide reasonable assistance.

1.19

Solicitation Advertising

This solicitation has been advertised on the City of Durham Website.

1.20

News Releases

News releases related to this RFP will not be made without prior approval of the Public Information Officer, and then only in coordination with the project director.

1.21

Assignment

The contractor may not transfer or assign any portion of the contract without prior written approval from the ***Sustainability Manager***.

1.22

Disputes

Any dispute arising out of this agreement will be resolved under the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court.

1.23

Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

1.24

Equal Business Opportunity Program

It is the policy of the City to provide equal opportunities for City contracting for small firms owned by socially and economically disadvantaged persons 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 SDBE participation goals for this project, in accordance with the Ordinance, all Proposers are required to provide information requested in the "SDBE Professional Services Forms" package, which has been included with this Request for Proposals in Section 8. Proposals that do not contain the appropriate, completed "Professional Services Forms" will be deemed non-responsive and ineligible for consideration. The "Declaration of Performance," "Participation Documentation," "Managerial Profile," "Equal Opportunity Statement" and the "Employee Breakdown" documents are required of all contractors. In lieu of "Employee Breakdown," Proposers may submit a copy of the current EEO-1 form (corporate basis).

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

1.25

Limit on Claims

No proposer will have any claims or rights against the City for participating in the proposal process, including without limitation submitting a proposal. The only rights and claims any proposer will have against the City arising out of participating in the proposal process will be in the contract with the selected proposer.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01

Authorized Signature

An individual authorized to bind the responder to the provisions of the RFP must sign all proposals. Proposals must remain open and valid for at least ninety (90) days from the opening date.

2.02

Pre-proposal Conference

A pre-proposal conference will be held at **10:00AM**, on **September 10, 2009** in the City of Durham Department of Community Development conference room at 807 E. Main St, Suite 2-200, Durham, NC 27701. The purpose of the conference is to discuss the work to be performed with the prospective Proposers and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to

prospective Proposers as soon as possible after the meeting. Proposers are strongly encouraged to attend this meeting.

Anyone who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in the City pre-proposal meeting, should contact the office of Stacey Poston, ADA Coordinator, Voice: 919-560-4197 x22254, TTY: 919-560-1200; stacey.poston@durhamnc.gov, as soon as possible but **no later than 48 hours** before the scheduled event.

2.03

Site Inspection

The City may conduct on-site visits to evaluate the Proposer's capacity to perform the contract. Proposers must agree, at risk of being found non-responsive and having their proposal rejected, to provide the City reasonable access to relevant portions of their work sites. Individuals designated by the Sustainability Manager at the City's expense will make site inspection.

2.04

Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the City's rights under any contract resulting from the RFP will be considered null and void. The City is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract,

- [a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- [b] if the City's rights would be diminished because of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.05

Discussions with Proposers

The City may conduct discussions with Proposers for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP identified by the procurement officer. The Sustainability Manager will only hold discussions with responders who have submitted a proposal deemed reasonably susceptible for award. Discussions, if held, will be after initial evaluation of proposals by the review committee. If modifications are made because of these discussions, they will be put in writing. Following discussions, the Sustainability Manager may set a time for best and final proposal submissions from those responder's with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal

submissions. Re-evaluation will be limited to the specific sections of the RFP opened to discussion by the Sustainability Manager.

Responders with a disability needing accommodation should contact the Sustainability Manager before the date set for discussions so that reasonable accommodation can be made.

2.06 Prior Experience

In order for their proposals to be considered responsive, Proposers must list and describe their organization's experience and the experience of their key staff in relation to the work requested in this RFP. This experience must include, but is not limited to

- a) Organizing neighborhood-based outreach programs
- b) Working with citizen volunteers on education and outreach programs
- c) Developing and managing residential energy-efficiency programs
- d) Administering grant programs
- e) Collecting and analyzing data on energy use
- f) Fulfilling grant reporting requirements in a timely and accurate manner
- g) Managing projects in a fiscally sound manner

2.07 Evaluation of Proposals

The City will use an evaluation committee to evaluate all proposals. The evaluation will be based solely on the evaluation factors set out in section seven of this RFP.

2.08 Vendor Tax ID

A valid Federal Tax ID must be submitted to the issuing office with the proposal or within five days of the City's request.

2.09 Other Federal ID Information

Contractors selected through this RFP will need to have a valid Data Universal Numbering System (DUNS) number and be registered with the Central Contractor Registration (CCR) by November 10, 2009. This process can be lengthy and Proposers are encouraged to begin the process as soon as possible. DUNS numbers can be

obtained through <http://fedgov.dnb.com/webform> or by calling 866-705-5711 and CCR registration can be completed at www.bpn.gov/ccr/.

2.10

F.O.B. Point

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all the prices offered must include the delivery costs to any location within the City of Durham.

2.11

City of Durham Business License & Other Required Licenses

All firms doing business with the City of Durham are required to comply with all state, local and federal licensing requirements. This includes obtaining a City of Durham business privilege license (if applicable). Firms selected through the RFP process will be required to demonstrate compliance with licensing requirements. All responding firms that are not currently licensed must provide proof of application for licenser and must obtain all necessary licenses before entering into a contractual agreement with the City of Durham. To obtain a Privilege License, call (919) 560-4700.

2.12

Contract Negotiations

After completion of the evaluation, including any discussions held with responders during the evaluation, the City may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the City. If the City elects to initiate contract negotiations, these negotiations cannot involve changes in the City's requirements or the contractor's proposal, which would, by their nature, affect the basis of the source selection and the competition previously conducted. If contract negotiations are commenced, they will be held at a location to be determined in the City of Durham North Carolina.

The responder will be responsible for their travel and per diem expenses.

2.13

Failure to Negotiate

If the selected contractor

- fails to provide the information required to begin negotiations in a timely manner;
or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the contractor and the City, after a good faith effort, simply cannot come to terms,

the City may terminate negotiations with the contractor initially selected and commence negotiations with the next highest ranked responder.

2.14

Notice of Intent to Award (NIA) —Responder Notification of Selection

After the completion of contract negotiations, the Sustainability Manager will issue a written Notice of Intent to Award (NIA) and send copies to all Proposers. The NIA will set out the names and addresses of all responders and identify the proposal selected for award. The scores and placement of other responders will not be part of the NIA.

SECTION THREE STANDARD CONTRACT INFORMATION

3.01

Contract Type

The selected contractor will be required to sign a City of Durham generated contract. A sample contract is located in Section 8. The actual contract may differ from the sample contract.

3.02

Contract Approval

This RFP does not, by itself, obligate the City. The City's obligation will commence when the Durham City Council approves the contract. Upon written notice to the contractor, the City may set a different starting date for the contract. The City will not be responsible for any work done by the contractor, even work done in good faith, if it occurs before the contract start date set by the City.

3.03

Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

3.04

Additional Terms and Conditions

The City reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.05

Insurance Requirements

Contractor shall purchase and maintain insurance coverage for not less than the following:

Commercial Auto Liability, covering:

- Symbol 1, all vehicles
- Combined single limit of \$1,000,000
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the AL section of the certificate, in lieu of an original endorsement)

Workers' Compensation Insurance, covering:

- Statutory benefits;
- Covering employees; covering owners partners, officers, and relatives (who work on this contract) (this must be stated on the certificate)
- Employers' liability, \$1,000,000
- Waiver of subrogation in favor of the City of Durham

Insurance shall be provided by:

- Companies authorized to do business in the State of North Carolina
- Companies with Best rating of A-, VII or better.

Insurance shall be evidenced by a certificate providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage. The insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract. Certificates shall be addressed to:

City of Durham, North Carolina
Attention: Finance Director
101 City Hall Plaza
Durham, NC 27701

3.06

Bid Deposit - Performance Bond - Surety Deposit

Bid Bond

A Bid Deposit will not be required.

Performance Bond

A Performance Bond will not be required.

Surety Deposit

A Surety Deposit will not be required.

3.07

Proposed Payment Procedures

The City will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the Sustainability Manager has approved the progress report and invoice.

3.08

Contract Payment

No payment will be made until the contract is approved by the Durham City Council and has been fully executed by all parties. Under no conditions will the City be liable for the payment of any interest charges associated with the cost of the contract.

3.09

Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the Sustainability Manager. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

3.10

Termination for Default

If the Sustainability Manager determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the City may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

3.11

Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Sustainability Manager will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The contractor will not commence additional work until the Sustainability Manager has secured any required City approvals necessary for the amendment and issued a written contract amendment.

3.12

Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

3.13

Non-Discrimination Clause

The City of Durham opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under city contracts.

3.14

EEO Provisions

During the performance of this Contract the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall 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. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions.
- b. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state 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.
- c. The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding.
- d. In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts.
- e. Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

SECTION FOUR

BACKGROUND INFORMATION

4.01

Background Information

Background information concerning this project is as follows:

The City of Durham has received a grant of \$2.1 million from the U.S. DOE's Energy Efficiency and Conservation Block Grant Program funded through the American Recovery and Reinvestment Act (ARRA). The City of Durham is directing \$1,008,000 of this grant to a residential energy-efficiency retrofit program to enhance energy conservation in the community. The program aims to reduce energy use and associated greenhouse gas emissions from at least 350 homes. The goals of this project are to

- Reduce energy use and greenhouse gas emissions from at least 350 homes in Durham through basic weatherization improvements.
- Educate Durham residents about the importance of energy efficiency and about simple ways they can reduce energy use at home.
- Build neighborhood capacity to improve the efficiency of housing stock.
- Train, provide experience for, and employ energy efficiency professionals in work that efficiently and effectively improves household energy efficiency.

The City will conduct these upgrades within neighborhoods that have a core group of interested participants and that have sufficient houses that meet basic program criteria. The strategy behind this program is to use the strengths of neighborhood organizing to implement a few highly effective and commonly needed weatherization upgrades to as many homes as possible and to pair that work with one-on-one and small group education on energy efficiency. The City is seeking to contract with an organization to manage the community outreach part of the program, including volunteer outreach and education; program material development; volunteer training; and data collection and evaluation.

Neighborhood volunteers will go door-to-door to reach out to all residents in the neighborhood. Residents of homes that meet a set of basic criteria will be invited to an informational meeting. The criteria are: (1) no larger than 2000 square feet, (2) single-storied, (3) no internal gas appliances that might pose a combustion risk upon air tightening. These neighborhood volunteers will need to be trained to easily identify appropriate homes.

Landlords of rental properties with interested residents will be contacted to obtain permission for upgrades and to provide landlords with educational points on the marketability of energy efficiency. All participants will be asked to contribute a low fee and will provide access to utility bills from before and after upgrades are complete.

The City will contract with local companies to conduct basic energy assessments and to install targeted energy efficiency upgrades. The upgrades will be limited to specific measures such as sealing ducts, sealing holes in the building envelope, increasing attic insulation, and installing programmable thermostats. These upgrades have been

chosen because (1) they are needed in nearly all residences, (2) they can be completed without an exhaustive energy audit, and (3) they can result in significant energy savings with minimal cost.

All residents and landlords that are contacted, whether or not they receive energy efficiency upgrades through this program, will be given basic information on all the energy efficiency assistance available through the utilities, state, and federal sources. Neighborhood volunteers will train all interested residents in energy-efficient behaviors and in how to do additional no- or low-cost efficiency upgrades through written materials and hands-on workshops. These workshops will include information on links between energy use, climate change, air quality, and human health.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

The Sustainability Office is soliciting proposals for Project Development and Management services.

The department wants assistance to develop, implement, and manage a neighborhood-based residential energy efficiency retrofit program.

The consultant/contractor will:

- Develop and implement at least 4 two-hour trainings for neighborhood volunteers related to effective door-to-door outreach, energy-efficiency education, and how to implement simple weatherization projects.
- Train at least 20 neighborhood volunteers to be competent in effective door-to-door outreach, energy-efficiency education, and how to implement simple weatherization projects.
- Organize and hold at least 7 neighborhood meetings to introduce the program, answer questions, and assist with planning logistics.
- Develop at least 6 different program-related outreach and educational materials including, but not limited to, promotional flyers, educational brochures, factsheets, pre-and post- program participation surveys, and energy-efficiency technology demonstration models.
- Develop and implement a process for overseeing neighborhood volunteer outreach efforts including, but not limited to, scheduling, troubleshooting, and monitoring.
- Enroll at least 350 homes in the program.
- Create a database of program participants.
- Coordinate at least 350 household participant schedules with contractors and inspectors.
- Run at least 5 do-it-yourself, hands-on residential energy efficiency workshops.
- Contact at least 2 materials suppliers to discuss bulk discounts.

- Gather and analyze energy bill data and household data from at least 325 homes. The data will cover at least 1 year prior and 2 years after the retrofits are completed.
- Develop, gather, and analyze pre- and post-project evaluation forms from at least 250 participants.
- Coordinate project activities with activities of Operation Breakthrough and other City and non-profit agencies conducting similar work.
- Assist the City in developing a neighborhood and household recognition program.
- Fulfill all necessary Federal, State, and City reporting requirements in a timely manner.

5.02 Deliverables

The contractor will be required to provide the following deliverables:

- [a] At least 4 two-hour volunteer training sessions related to effective door-to-door outreach, energy-efficiency education, and how to implement simple weatherization projects, including curriculum.
- [b] At least 7 neighborhood meetings to introduce the program, answer questions, and assist with planning logistics.
- [c] At least 5 do-it-yourself, hands-on residential energy efficiency workshops, including a written curriculum.
- [d] An agenda and list of all participants at each training and meeting.
- [e] An instrument for evaluating volunteer competency after trainings. This could be a written test, a skills-based test, or both.
- [f] At least one promotional flyer for the program, with at least 300 printed and distributed.
- [g] At least one educational brochure covering the program and energy efficiency, with at least 350 printed and distributed.
- [h] At least one educational factsheet related to financial incentives for energy-efficiency, with at least 500 printed and distributed.
- [i] Registration forms from at least 350 households
- [j] An Excel database of participants, including but not limited to names, addresses, rent/own, landlord contact information, size of house, payment status, energy bills provided (y/n), and surveys taken (y/n).
- [f] At least one pre-participation and one post-participation survey gathering basic demographic data and energy efficiency knowledge and activities, with

at least 350 of each printed and distributed and at least 250 of each gathered.

- [g] At least one demonstration model of energy efficiency technology.
- [h] A 1-2 page report on efforts to negotiate discounts with materials suppliers.
- [i] An analysis of energy use of at least 2.5 years data including an Excel database of energy data from at least 325 homes.
- [j] A written analysis of pre- and post- surveys from participants.
- [k] Attendance at 2 or more meetings held by the city about a neighborhood and household recognition program.
- [l] Quarterly reports on hours worked, funding spent, and employees hired or retained in www.FederalReporting.com
- [m] Quarterly electronic reports on programmatic progress and issues to the Sustainability Manager, submitted as a MS Word or .pdf file.
- [n] A final electronic report, submitted as a MS Word or .pdf file.
- [o] All original surveys, assessments, reports, and other documents collected through this project.

5.03 Work Schedule

The contract term and work schedule set out herein represent the City's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will likely be shifted by the same number of days.

The length of the contract will be from the date of award, approximately November 6, 2009, for approximately 984 calendar days until completion, approximately July 24, 2012.

The approximate contract schedule is as follows:

- [a] Issue RFP – **August 31, 2009.**
- [b] Pre-proposal Meeting – **September 10, 2009 at 10:00 AM.**
- [c] Due date – **September 29, 2009, 4:00 PM.**
- [d] Proposal Evaluation Committee complete evaluation – **October 6, 2009.**
- [e] City award contract – **November 2, 2009.**
- [f] Contractor begins work **November 6th, 2009.**
- [g] Final promotional materials, survey and factsheets submitted to City – **December 31, 2009.**

- [h] Attend meetings and submit report on recognition program to City – **October 21, 2009 to December 31, 2009.**
- [i] All neighborhood informational meetings complete – **January 31, 2010.**
- [j] Door-to-door outreach and household recruitment – **February 1, 2010 to June 30, 2010.**
- [k] Report on efforts to secure materials discounts submitted to City – **March 1, 2010.**
- [l] Volunteer training and evaluation – **February 1, 2010 to May 1, 2010.**
- [m] Demonstration model complete – **June 1, 2010.**
- [n] Do-it-yourself workshops – **July 1, 2010 to December 31, 2010.**
- [o] Energy bill data collection and analysis – **March 1, 2010 to July 15, 2012.**
- [p] Federal and City quarterly reports and copies of the participant excel data base submitted – **January 10, 2009; April 10, 2009; July 10, 2009; October 10, 2009; January 10, 2010; April 10, 2010; July 10, 2010; October 10, 2010; January 10, 2011; April 10, 2011; July 10, 2011; October 10, 2011; January 10, 2012; April 10, 2012; July 10, 2012.**
- [q] Submit final participant excel data base, energy data database and analysis, analysis of pre- and post- surveys, and final report – **July 24, 2012.**

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01

Proposal Format and Content

The City discourages overly lengthy and costly proposals; however, in order for the City to evaluate proposals fairly and completely, Proposers should follow the format set out herein and provide all of the information requested.

6.02

Introduction

Proposals must include the complete name and address of their organization and the name, mailing address, and telephone number of the person the City should contact regarding the proposal.

A proposal should contain a cover letter, signed by a principal in the organization, indicating his or her title and that he or she has authority to submit the proposal on behalf of the firm. The cover letter should contain the following statement:

The undersigned has the authority to submit this proposal on behalf of the *name of organization* in response to the Request for Proposals for the Residential Energy Efficiency Improvement Project dated August 31, 2009 of the City of Durham.

6.03

Understanding of the Project

Proposers must provide a comprehensive narrative Statement that illustrates their understanding of the requirements of the project and the project schedule.

6.04

Methodology Used for the Project

Proposers must provide a comprehensive narrative Statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the City's project schedule.

6.05

Management Plan for the Project

Proposers must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the City's project schedule.

6.06

Experience and Qualifications

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- [a] title,
- [b] resume (if you are going to hire additional staff for the project, include information about the qualifications for which you will be looking),
- [c] location(s) where work will be performed, and
- [d] itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your organization has completed.

6.07

Cost Proposal

Proposers' cost proposals must include an itemized list of all direct and indirect costs associated with the performance of this contract including, but not limited to, total number of hours at various hourly rates, direct expenses, supplies, travel, benefits, overhead assigned to each person working on the project, and percentage of each person's time devoted to the project.

6.08

Statement of Job Creation and/or Retention

Proposers must include a statement about how many people their organization will hire and how many current employees that will be retained who would otherwise be let go due to this project. Include an estimate of hours of work for new workers and retained workers per year.

6.09

Non-collusion

This RFP constitutes an invitation to bid or propose. Include and sign the following with your response:

The City of Durham prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I, _____ affirm that I have not engaged in collusion with any City employee(s), other person, corporations or firms relating to this bid, proposals or quotations. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Signature: _____

6.10

Small and Disadvantaged Business Enterprise Forms Requirement

All Proposers are required to provide information requested in the "SDBE Professional Services Forms" package, which has been included with this Request for Proposals in Section 8.

SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

The Evaluation Criteria are intended to be used to make a recommendation to the entity or person who will award the contract, but this entity or person is not bound to use these criteria or to award to a firm on the basis of the recommendation. Further, the City

reserves the right to vary from this procedure as it determines to be in the City's interest.

**THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS CONTRACT IS 100**

7.01

Understanding of the Project—10%

Proposals will be evaluated against the questions set out below.

- [a] How well has the responder demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the responder identified pertinent issues and potential problems related to the project?
- [c] How well has the responder demonstrated that it understands the deliverables the City expects it to provide?
- [d] How well has the responder demonstrated that it understands the City's time schedule and can meet it?
- [e] Adherence to the City's M/WBE program.

7.02

Methodology Used for the Project—20%

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 RFP?
- [b] How well does the methodology match and contribute to achieving the objectives set out in the RFP?
- [c] How well does the methodology interface with the time schedule in the RFP?

7.03

Management Plan for the Project—20%

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 RFP?
- [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 Proposer already have the hardware, equipment, and licenses necessary to perform the contract?
- [f] Does it appear that the Proposer can meet the schedule set out in the RFP?
- [g] Has the Proposer offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] Is the proposal practical, feasible, and within budget?
- [i] How well have any potential problems been identified?
- [j] Is the proposal submitted responsive to all material requirements in the RFP?

7.04

Experience and Qualifications—40%

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 would be desirable for individuals engaged in the work the project requires?
- [c] How extensive is the applicable education and experience of the personnel designated to work on the project.
- [d] How knowledgeable are the Proposer's personnel of the local area and how many individuals have worked in the area previously?

Questions regarding the organization:

- [e] How much experience does the organization have in successfully implementing similar tasks?
- [f] How successful is the general history of the organization regarding timely and successful completion of projects?
- [g] How well has the organization demonstrated experience in completing grant projects on time and within budget?

[h] How well has the organization demonstrated knowledge of residential energy efficiency issues?

[g] How reasonable are the organization's cost estimates?

7.05

Contract Cost—10%

Overall, a minimum of 10% of the total evaluation points will be assigned to cost out below.

The lowest cost proposal will receive the maximum number of points allocated to cost. Committee will determine the point allocations for cost on the other proposals.

SECTION EIGHT ATTACHMENTS

8.01

SAMPLE PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Organization Name

Name of PEC Member

Date of Review

RFP Number

EVALUATION CRITERIA AND SCORING THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

7.01 Understanding of the Project—10%

- Maximum Point Value for this Section -- 10 Points
100 Points x 10% = 10 Points

Proposals will be evaluated against the questions set out below.

[a] How well has the Proposer demonstrated a thorough understanding of the purpose and scope of the project?

[b] How well has the Proposer identified pertinent issues and potential problems related to the project?

[c] How well has the Proposer demonstrated that it understands the deliverables the City expects it to provide?

[d] How well has the Proposer demonstrated that it understands the City's time schedule and can meet it?

EVALUATOR'S POINT TOTAL FOR 7.01

7.02 Methodology Used for the Project—20%

- Maximum Point Value for this Section -- 20 Points
100 Points x 20% = 20 Points

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 RFP?

[b] How well does the methodology match and contribute to achieving the objectives set out in the RFP?

[c] How well does the methodology interface with the time schedule in the RFP?

EVALUATOR'S POINT TOTAL FOR 7.02

7.03 Management Plan for the Project—20%

- Maximum Point Value for this Section -- 20 Points
100 Points x 20% = 20 Points

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 RFP?

[b] How well is accountability defined?

[c] How clear is the organization of the project team?

[d] How well does the management plan illustrate the lines of authority and communication?

[e] To what extent does the Proposer already have the hardware, equipment, and licenses necessary to perform the contract?

[f] Does it appear that Proposer can meet the schedule set out in the RFP?

[g] To what extent has the Proposer offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?

[h] Is the proposal practical, feasible, and within budget?

[i] To what extent have any potential problems been identified?

EVALUATOR'S POINT TOTAL FOR 7.03

7.04 Experience and Qualifications—40%

- Maximum Point Value for this Section -- 40 Points
100 Points x 40% = 40 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] How much experience on similar projects does the individuals assigned to the project has?

[b] How well do the resumes demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires and are resumes complete?

[c] How extensive is the applicable education and experience of the personnel designated to work on the project.

[d] How knowledgeable are the Proposer's personnel of the local area and how many individuals have worked in the area previously?

Questions regarding the organization.

[e] How well has the organization demonstrated experience in completing similar projects on time and within budget?

[f] How successful is the general history of the organization regarding timely and successful completion of projects?

[g] Has the organization provided letters of reference from previous clients?

[h] How reasonable are the organization's cost estimates?

[i] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the Proposer?

EVALUATOR'S POINT TOTAL FOR 7.04

7.05 Contract Cost —10%

- Maximum Point Value for this Section -- 10 Points
100 Points x 10% = 10 Points

Overall, a minimum of 10% of the total evaluation points will be assigned to cost.

CONVERTING COST TO POINTS

The lowest cost proposal will receive the maximum number of points allocated to cost.

EVALUATOR'S POINT TOTAL FOR 7.05

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS

8.02 Standard Agreement Form

CONTRACT FOR RESIDENTIAL ENERGY EFFICIENCY IMPROVEMENT PROJECT

This contract is made and entered into as of the ____ day of _____, 20____, by the City of Durham (“City”) and [name of firm] (“Contractor”), a non-profit corporation organized and existing under the laws of the State of North Carolina.

Sec. 1. Background and Purpose.

The City is using a grant from the U.S. DOE’s Energy Efficiency and Conservation Block Grant Program funded through the American Recovery and Reinvestment Act (ARRA) for a residential energy-efficiency retrofit program to enhance energy conservation in the community. The City requires the Contractor to assist in developing and implementing the project, including recruiting, training, and coordinating volunteers; organizing community info and training sessions; producing outreach resources, and coordinating home retrofits.

Sec. 2. Services and Scope to be Performed. The Contractor shall perform, or cause to be performed, the services outlined in Attachment A, entitled “Scope of Work,” which is made an integral part of this Agreement. The services to be performed by the Contractor shall commence effective _____ 2009 and those services shall be completed no later than _____, 2012. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract.

Sec. 3. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The City shall pay the Contractor for the Work as follows: Payments by the City under this Agreement are limited to reimbursement of eligible expenditures made or eligible expenses incurred by the Contractor, except where advance payments are explicitly authorized in writing by the City at the sole discretion of the City.

All expenditures and expenses shall be incurred in accordance with the provisions of this Agreement. A schedule of payments shall be included as a part of this Agreement in Attachment A. Payments shall be made based upon this schedule and shall only be made after the Contractor has presented documentation of expenses that meet City approval. It is expressly understood and agreed by the Contractor that payment by the City will not exceed the maximum sum of \$_____ for all of the services specified in Attachment A. Further, the Contractor understands and agrees that any payment made under this Agreement by the City is limited to funds made available under the grant referenced above. The City shall make payments upon receipt of a request for check from the Contractor, documentation of expenditures and expenses incurred and work undertaken by the Contractor, the time sheets and narrative description described in Section 13, where applicable and any other documentation that the Sustainability Manager for the City (“Sustainability Manager”), may require from the Contractor with all such documentation to be in the form and substance satisfactory to the Sustainability Manager. Payments shall be made by the City in accordance with the provisions of this Agreement and only for activities listed in Attachment A. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 5. Contractor’s Billings to City. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. Invoices shall

include information on hours worked under the grant per employee, how many hours were worked by new employees hired that month, and how many hours were worked by existing employees who otherwise would not have been employed with the Contractor absent this project. Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

Section 6. Financial Records.

The Contractor shall establish and maintain a financial management system, which will account for all funds received under this Agreement and expenditures made in furtherance of the project and that such system shall be created and maintained in accordance with generally accepted accounting practices and procedures. The system shall include the following:

1. A general ledger (balance sheet and statement of revenue and expenses) in which to record a summary of all accounting transactions shall be maintained. In addition, the Contractor shall maintain a cash receipt and disbursement register in which receipts and disbursements will be documented. Funds disbursed by the Contractor shall be made by pre-numbered checks, used in numerical sequence and must be supported by appropriate documentation. This documentation includes items such as payroll, time and attendance records, invoices, contracts, travel payments, information evidencing the nature and propriety of each payment, and notation showing the approval of an authorized official of the Contractor.
2. The Contractor shall maintain such records and accounts, including property, personal and financial records so as to assure a proper accounting for all project funds. The Contractor shall retain these records for five (5) years after the date of final payment under this Agreement from the City to the Contractor. However, at any time after the Agreement termination, the Contractor may turn these records over to the City for retention after completion and acceptance of required audits.
3. On request of the City, the Contractor shall provide an accounting for all funds paid to it by the City under this Agreement. More specifically, the Contractor's financial management system shall provide for:
 - a. Accurate, current and complete disclosure of the financial results of activities under this Agreement in accordance with generally accepted business practices. If the Contractor's accounting records are maintained on a cash basis, the Contractor must develop information of accounts payable and accounts receivable through an analysis of the documents in the file, or on the basis of its best estimates.
 - b. Records that adequately identify the source and application of funds under this Agreement. These records shall contain information pertaining to agreement awards and authorizations, encumbrances and unencumbered balances, assets, liabilities, outlays and income.
 - c. Effective control over and accountability for all funds, property and other assets attributable to the Agreement. The Contractor shall adequately safeguard all such assets and shall assure that they are used solely for the performance of the Agreement.
 - d. Comparison of actual expenditures with budgeted amounts for those expenditures and comparison of financial information with performance or productivity data, including the production of unit cost information whenever required by SM.
 - e. Procedures for determining the allowability and allocability of costs.
4. The Contractor shall provide any information that DCD may reasonably request pertaining to the Contractor's financial management under this Agreement.

Section 7. Audits and Inspections.

At any time during normal business hours and as often as the City, DOE, or the Comptroller General of the United States may deem necessary, the Contractor shall make available to the City, DOE, or representatives of the Comptroller General for examination, all of the Contractor's records with respect to matters covered by this Agreement, and the City, DOE or representatives of the Comptroller shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials payable, records or personnel, and other data relative to all matters covered by this Agreement.

The City may request a certified audit of the funds received by the Contractor under this Agreement within sixty (60) days after the end of the agreement period, or from the termination authorized by this section, whichever comes first, and such certified audit must be completed within one-hundred and twenty (120) days of commencement. Such audit shall be performed by an auditor obtained by the Contractor, and after approval has been obtained from the Sustainability Manager. Such audit shall also be at the expense of the Contractor.

Sec 8. Program Income.

Any income earned or received by the Contractor as a direct result of an activity funded by this Agreement is considered program income. Program income can be expended by the Contractor on activities described in Attachment A, with prior approval from the Sustainability Manager. The Contractor shall report the expenditures of program income to Sustainability Manager during the month following in which the program incomes was generated.

Sec. 9. Insurance.

Contractor shall purchase and maintain insurance coverage for not less than the following:

Commercial Auto Liability, covering:

Symbol 1, all vehicles

Combined single limit of \$1,000,000

City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the AL section of the certificate, in lieu of an original endorsement)

Workers' Compensation Insurance, covering:

Statutory benefits;

Covering employees; covering owners partners, officers, and relatives (who work on this contract) (this must be stated on the certificate)

Employers' liability, \$1,000,000

Waiver of subrogation in favor of the City of Durham

Insurance shall be provided by companies authorized to do business in the State of North Carolina with Best rating of A-, VII or better.

Insurance shall be evidenced by a certificate providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage. The insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract. Certificates shall be addressed to:

City of Durham, North Carolina

Attention: Finance Director

101 City Hall Plaza

Durham, NC 27701

Sec. 10. Performance of Work by City. If the Contractor fails to perform the Work in

accordance with the schedule referred to in section 2 above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Section 11. Identification Of Documents.

All reports, maps and other documents completed as a product of this Agreement, other than documents used in the administration of the Agreement, such as reports to the City, shall have placed thereon by the Contractor the following statement:

“The preparation of this document was financed in whole or part through funds from the City of Durham’s Energy Efficiency and Conservation Block Grant Program. This grant was made available to the City of Durham under provisions of the American Recovery and Reinvestment Act of 2009”

Section 12. Reporting.

The Contractor shall submit monthly or quarterly reports to the City within seven (7) days following the closure of the month or quarter for which the activity is being reported. The appropriate reporting period and format for each Contractor’s activities shall be established by the City in collaboration with the Contractor prior to execution of the Contractor’s Agreement. The Contractor shall provide to the City any other information determined by the City to be necessary or appropriate for the proper monitoring of this Agreement. Delays by the Contractor in making any report to the City required by this Agreement may, at the City’s sole discretion, result in delays in payment to the Contractor of part of all of the Contractor’s request for funds. A delay in making a disbursement by the City to the Contractor does not change the time requirements of the Contractor to submit reports to the City.

The Contractor shall submit quarterly reports to the Federal Government within ten (10) days following the closure of the quarter for which the activity is being reported. Reports shall be submitted through www.FederalReporting.gov

Section 13. Records to be maintained

The Contractor shall maintain all records required by the Federal regulations specified in 10 CFR part 600 and Pub.L. 111-5 that are pertinent to the activities to be funded under this agreement. These records shall be retained for a period of three years beginning at the time the Contractor receives notice in writing from the City that this project is complete. Such records shall include, but not be limited to:

- a. This agreement and any amendments;
- b. 10 CFR part 600 regulations;
- c. Records providing a full description of each activity undertaken;
- d. Records demonstrating that each activity undertaken meets one of the National Objectives of the EECEBG program;

Section 14. Exhibits. The following exhibits are made a part of this contract:

Exhibit A – Scope of Work containing [insert number] page(s).

Exhibit B – Policy to Promote Environmentally Sound Practices by City of Durham Vendors By City of Durham Vendors

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Section 15. Termination for Convenience (“TFC”). (a) *Procedure.* Without limiting any party’s right to terminate for breach, the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. The City Manager may terminate under this section without City Council action. (b) *Obligations.* Upon TFC, all obligations that are still executory on both sides are discharged

except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment*. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor a one hundred dollar TFC fee and for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment except as stated in this section because of TFC, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Section 16. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Tobin Freid

Sustainability Manager

120 E. Parrish St.

1st Floor

Durham, NC 27701

The fax number is (919) 560-0740.

To the Contractor:

[Insert name and address]

The fax number is _____.

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Section 17. Trade Secrets and Confidentiality. The request for proposals section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. The word "Proposer" used in that section shall mean the "Contractor." Sec. 12. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) *Definitions*. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation,

deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Section 18. Miscellaneous

(a) Choice of Law and Forum. This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall 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. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state 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. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. The Contractor shall comply with all applicable provisions of Chapter 26 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that chapter shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that chapter, this contract, and State law. The Participation Plan submitted in accordance with that chapter is binding on the Contractor. Section 26-10(f) of that chapter provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Chapter 26 and not to the Contractor's alleged violations of other obligations.

(j) Prompt Payment to Subcontractors. Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham. If the City's Project Manager [*City staff – if your contract uses another title for "Project Manager," you would substitute it here and in the rest of this section. –RW*] determines that it is appropriate to enforce this subsection (a), the City of Durham may withhold the sums estimated by the Project Manager to be sufficient to pay this interest from progress or final payments to the Contractor. (b) Nothing in this section shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%. (c) The City's Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

(k) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(l) Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation.

(2) References to a “Section” or “section” shall mean a section of this contract. (3) “Contract” and “Agreement,” whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract. (5) “Duties” includes obligations. (6) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word “shall” is mandatory. (8) The word “day” means calendar day.

(m) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or a deputy or assistant City Manager signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

[signature and notarization sections to be inserted]

8.03

Policy to Promote Environmentally Sound Practices by City of Durham Vendors By City of Durham Vendors

In case of any conflict between this policy and a contract, the contract shall control.

I. DEFINITIONS

1. Vendor - includes contractors to the City and suppliers to the City.
2. City - the City of Durham.
3. Environmentally Responsible Products - products that are acknowledged to have minimal impact on the environment. Such products should reduce environmental impact through their composition and/or recyclability or by reduction in quantity and toxicity of waste products, energy use or water consumption.
4. Recycled – Refers to products made with an identifiable percentage (1% - 100%) of post consumer material content or of discarded virgin materials salvaged from the industrial waste stream. High-content recycled products contain a minimum of 50% of post consumer material.
5. Non-Toxic Product(s) - Any item that is not considered hazardous waste and that does not otherwise pose a threat to short or long-term human health during its use.
6. Energy-Efficient – Refers to products that meet the US Environmental Protection Agency’s Energy Star qualifications or US Department of Energy’s Federal Energy Management Program (FEMP) and vehicles that meet the US Environmental Protection Agency’s SmartWay qualifications.
7. Life-Cycle Cost – The total cost of a product including procurement, use, maintenance, and disposal.

II. IN GENERAL

The City urges vendors to give preference to environmentally friendly products whose quality, function, and cost are equal or superior to more traditional products in performing under their contracts with the City. The City urges vendors to:

- a) conserve natural resources
- b) minimize pollution
- c) reduce the use of water and energy
- d) eliminate or reduce environmental health hazards to workers and our community
- e) support strong recycling markets
- f) reduce materials that will be landfilled
- g) increase the use and availability of environmentally preferable products
- h) reduce adverse environmental impacts in their production and distribution systems and services
- i) support locally produced goods and services

It is not the intent of this policy to require a vendor to: take any action that conflicts with local, state or federal requirements; procure products that do not perform adequately for their intended use; or pursue products not available at a reasonable price in a reasonable period of time.

Vendors are urged to reduce the amount and toxicity of solid waste they generate, recycle materials recoverable from their operations, and maximize the procurement of recycled, energy efficient, and non-toxic products.

III. PURCHASING

Vendors are urged to make every reasonable effort to reduce the impact of purchased products and to purchase environmentally responsible products.

1. Vendors are urged to purchase products that are made with recycled, non-toxic, and/or recyclable materials and that minimize environmentally harmful processes and products in their production, as long as those items meet or exceed specifications and required quality levels set forth by the City, and meet cost guidelines laid out in this policy. Special emphasis should be given to products and materials made from post-consumer recycled materials.
2. Strong consideration should be given to durable items, items having minimal packaging, and items that are readily recycled when discarded.
3. Vendors are urged to make every reasonable effort to procure chemicals and products that have low toxicity or are non-toxic, except for water treatment purposes. Products with the following attributes should be favored:
 - a) Have the fewest adverse health effects such as skin, eye, nose, throat, and lung irritation from toxic compounds.
 - b) Contain the fewest chemicals that can enter the food chain to be consumed by aquatic plants and animals.
 - c) Contain the fewest volatile organic compounds (VOC's) that can escape during product use.
 - d) Avoid unnecessary additives such as fragrances and dyes.
 - e) Reduce product packaging and use recovered/recoverable materials when packaging is necessary.
4. Vendors are urged to purchase and use rechargeable batteries where applicable.
5. Vendors are urged to purchase and use recycled paper (minimum 20% post-consumer recycled content) for all documents whenever possible. Vendors are urged to use recycled paper whose packaging shows the recycling symbol.
6. Vendors are urged to make 100% post consumer recycled paper the goal, depending on availability and quality.
7. Vendors are urged to switch to business cards printed on recycled card stock and that display the recycling symbol.
8. Vendors should use up their existing supplies of products that do not conform to this policy instead of discarding them. However, consideration should be given to safely disposing of or recycling products that do not meet this policy's standards with respect to products that are discouraged because of the product's direct effect on humans or the environment, such as because of toxicity, VOC's, etc.

IV. ENERGY EFFICIENCY

Vendors are urged to see that new and replacement equipment for lighting, heating, ventilation, refrigeration and air conditioning systems, water consuming fixtures and process equipment and all such components meets or exceeds Federal Energy Management Program (FEMP) recommended levels, whenever practicable.

1. Vendors are urged to see that all products provided to the City of Durham and for which the U.S. EPA Energy Star certification is available meet Energy Star certification. See www.energystar.gov. When Energy Star labels are not available, vendors are urged to see that products meet or exceed the FEMP recommended levels. See www1.eere.energy.gov/femp/procurement/eep_requirements.html
2. Vendors are urged to purchase solar thermal or on-demand water heaters whenever practicable. Where renewable forms of energy are unavailable or not practicable, vendors are urged to use natural gas in lieu of electricity for water heating.

V. COST

Generally, for non-paper products, if the life-cycle cost of the environmentally responsible product does not exceed the cost of the alternative by more than 10%, and the product meets all necessary specifications, vendors are urged to purchase the environmentally responsible product. Vendors are urged to purchase recycled paper whenever possible, regardless of incremental cost.

VI. CONTRACTORS

Vendors providing written materials to the City are urged to do so using both sides of the paper and on recycled paper meeting minimum standards of the US EPA Guidelines and labeled as such. In addition, the use of binders, plastic covers, and other items that impede the recycling process are especially discouraged.

Policy as of 5-26-2009

8.04

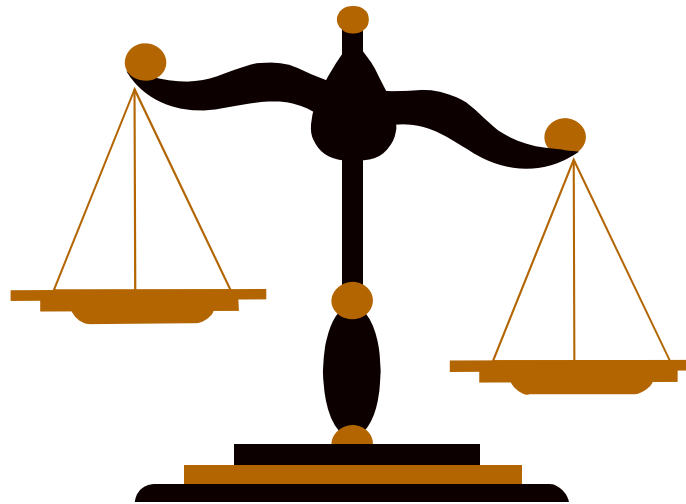
Equal Business Opportunity Ordinance



CITY OF DURHAM SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

PROFESSIONAL SERVICES FORMS

Revised 06/08



Mailing Address:

101 City Hall Plaza
Durham, North Carolina 27701
Phone: 919-560-4180
Facsimile: 919-560-4513

Street Address:

302 East Pettigrew Street, C-180
Durham, North Carolina 27701

The Department of Equal Opportunity/Equity Assurance
Good Things Are Happening In Durham

CITY OF DURHAM EQUAL BUSINESS OPPORTUNITY PROGRAM

Policy Statement

It is the policy of the City to provide equal opportunities for City contracting to small firms owned by socially and economically disadvantaged persons 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 the present effects of past discrimination and to resolve complaints of discrimination.

Goals

To increase the dollar value of all City contracts for goods and services awarded to small disadvantaged business enterprises, it is a desire of the City that the contractor will voluntarily undertake efforts to increase the participation of socially and economically disadvantaged individuals at higher skill and responsibility levels within non-minority firms engaged in contracting and subcontracting with the City.

The Equal Opportunity/Equity Assurance Director shall establish project specific goals for each project or contract based upon the availability of small disadvantaged business enterprises (SDBE's) within the defined scope of work, delineated into percentages of the total value of the work.

Equal Business Opportunity Ordinance SDBE Participation Documentation

If applicable information is not submitted with your proposal, your proposal will be deemed non-responsive.

Declaration of Performance must be completed and submitted with your proposal.

SDBE Participation Documentation must be used to document participation of Small Disadvantaged Business Enterprise (SDBE) on Professional Services projects. All SDBEs must be certified by the City of Durham's Equal Opportunity/Equity Assurance Department prior to submission date. If a business listed has not been certified, the amount of participation will be reduced from the total utilization.

Managerial Profile must be used to list the managerial persons in your workforce who will be participating in this project.

Equal Employment Opportunity Statement for your company must be completed and submitted with your proposal.

Employee Breakdown must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

DECLARATION OF PERFORMANCE BY CONSULTANT/CONTRACTOR

Briefly address each of the following items:

1. A brief synopsis of the company and the products/services it provides:

2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:

3. List anyone outside of your company with whom you will contract on this bid:

The undersigned consultant/contractor certifies that: (check appropriate box)

- a) _____ It is the normal business practice of the consultant/contractor to perform all elements of the contract with its own workforce without the use of subcontractors/vendors; and

- b) _____ That the above documentation demonstrates this *firm's* capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.

- c) _____ The vendor/contractor will use a subconsultant(s) in the fulfillment of this scope of work.

Date

Authorized Signature

(TO BE COMPLETED BY PRIME CONSULTANT/CONTRACTOR ONLY)

**Names of all firms
Project (including
prime and
subconsultants/sub-
Project
contractors)**

**Location SDBE Firm Nature of % of
Yes/No Participation Work**

| | Location | SDBE Firm Yes/No | Nature of Participation | % of Work |
|--|----------|---------------------|----------------------------|--------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

TOTAL _____

Name - Authorized Officer of Prime Consultant/Contractor Firm (Print/Type)

Signature - Authorized Officer of Prime Consultant/Contractor Firm

Date

Managerial Profile

Name of Firm: _____

Contact Person: _____

Title: _____

Address: _____

Telephone No.: _____

Date: _____

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition* of the City of Durham's Equal Business Opportunity Ordinance.

Managerial Employees

| NAME | POSITION | SOCIALLY/ECONOMICALLY DISADVANTAGED* (YES/NO) |
|-------|----------|---|
| _____ | _____ | |
| _____ | | |
| _____ | _____ | _____ |
| _____ | _____ | |
| _____ | | |
| _____ | _____ | |
| _____ | | |
| _____ | _____ | |
| _____ | | |
| _____ | _____ | |
| _____ | | |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | | |

* M-Minority(African American) W-Woman Other-H-Hispanic, AI-American Indian, AS-Asian American, Handicapped

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT
 (You may submit your organization's EEO policy in lieu of this sheet)

EMPLOYEE BREAKDOWN

Part A – Employee statistics for the primary location.

| Employment category | Total employees | Total males | Total females | M—a—l—e—s | | | | | F—e—m—a—l—e—s | | | | |
|---------------------|-----------------|-------------|---------------|-----------|-------|----------|---------------------------|--------------------------|---------------|-------|----------|---------------------------|--------------------------|
| | | | | White | Black | Hispanic | Asian or Pacific Islander | Indian or Alaskan Native | White | Black | Hispanic | Asian or Pacific Islander | Indian or Alaskan Native |
| Project manager | | | | | | | | | | | | | |
| Professional | | | | | | | | | | | | | |
| Technical | | | | | | | | | | | | | |
| Clerical | | | | | | | | | | | | | |
| Labor | | | | | | | | | | | | | |
| Totals | | | | | | | | | | | | | |

Part B – Employee statistics for the consolidated company. (See instructions for this form on whether this part is required.)

| Employment category | Total employees | Total males | Total females | M—a—l—e—s | | | | | F—e—m—a—l—e—s | | | | |
|---------------------|-----------------|-------------|---------------|-----------|-------|----------|---------------------------|--------------------------|---------------|-------|----------|---------------------------|--------------------------|
| | | | | White | Black | Hispanic | Asian or Pacific Islander | Indian or Alaskan Native | White | Black | Hispanic | Asian or Pacific Islander | Indian or Alaskan Native |
| Project manager | | | | | | | | | | | | | |
| Professional | | | | | | | | | | | | | |
| Technical | | | | | | | | | | | | | |
| Clerical | | | | | | | | | | | | | |
| Labor | | | | | | | | | | | | | |
| Totals | | | | | | | | | | | | | |