



CITY OF DURHAM
DEPARTMENT OF PUBLIC WORKS
101 CITY HALL PLAZA • DURHAM, NC 27701
919.560.4326 • fax 919.560.4316
www.durhamnc.gov

- Engineering
- Stormwater Services
- Street Maintenance
- Transportation

Request for Qualifications (RFQ) for a Pavement Condition Survey of the City of Durham Street System

10. **Date of RFQ:** February 13, 2012

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

Michael M. Hughes, PE
Assistant Engineering Manager
Department of Public Works, Engineering Division
101 City Hall Plaza, 3rd Floor
Durham, NC 27701-3329
(919)560-4326*30266
michael.hughes@durhamnc.gov

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

Edward R. Venable, PE
Engineering and Stormwater Manager (mailing address same as above)
(919)560-4326*30232
ed.venable@durhamnc.gov
or
Marvin Williams
Public Works Director (mailing address same as above)
(919)560-4326*30225
marvin.williams@durhamnc.gov

DESCRIPTION OF PROJECT AND NATURE OF RFQ

30. **Project:** The project consists of a field survey of the pavement condition on all of the City streets following the ASTM Standard D6433-11 "Standard Practice for Road and Parking Lots Pavement Condition Index (PCI) Surveys", and associated tasks as described in more detail below.

40. **Scope of Work:** The scope of work includes, but is not necessarily limited to, the following tasks;

- 1) **A PCI based Pavement Condition Survey** - All of the approximately 720 miles of paved streets in the City limits will be included in the scope of the project; the protocol for the survey will be based on the specifications and methodologies described by ASTM Standard D6433-11 "Standard Practice for Road and Parking Lots Pavement Condition Index (PCI) Surveys". The survey will be conducted for each street segment which is typically a block and tagged with a Facility-ID on the feature-class layer in GIS.
 - a. **Pavement Condition Survey Report** - The consultant shall prepare a Pavement Condition Survey report sealed by a Professional Engineer registered to practice in the State of North Carolina. The report shall contain a summary of the PCI data collected, and a final PCI rating for each street, as well as an executive summary of the recommended City-wide levels of maintenance, indexed by year to be performed, sorted by PCI brackets, and including tallied estimates of the various categories of maintenance work required.

- b. **In addition to performing the PCI survey on all of the City Streets** - The consultant shall provide the appropriate level of training to select City staff in how to perform a PCI survey on streets. The amount of training to be provided will be negotiated with the firm selected for the project.
 - c. **Additional Data to be collected by the PCI Survey** – The additional data to be collected as described below will consist of photographs and notes to be attached to the data collected and stored in MicroPaver (described in next task) for each street segment
 - i. ***Pavement Width***
 - 1. The width of the asphalt pavement will be measured and recorded.
 - 2. If the pavement width varies, the street will be stationing and the pavement width at each transition shall be measured and reported.
 - ii. ***Type of curb and gutter***
 - 1. Granite Curb (with brick gutter)
 - 2. Concrete Curb – Soldier Course curb (gutter material varies)
 - 3. Valley (or roll) Curb and Gutter – Specify Width if evident (gutter not paved over)
 - 4. NCDOT Curb and Gutter – Specify Width if evident (gutter not paved over)
 - iii. ***Curb and Gutter in need of repair or replacement.*** Identify by address, physical reference, or stationing as appropriate.
 - 1. Vertical/Horizontal Misalignment due to subgrade failure
 - 2. Spalling or structurally inadequate concrete
 - 3. Damaged (likely due to utility work or traffic loads)
 - iv. ***Depth of gutter pan***
 - 1. Typical in the block – measured as inches from TOC
 - 2. Make multiple measurements if the depth of gutter pan varies significantly within the block. Identify by address, physical reference, or stationing as appropriate.
 - v. ***The status of every curb cut (handicapped ramp) at every intersection,*** either;
 - 1. ADA Compliant no repairs necessary. ADA compliant means compliant with the Pedestrian Rights-Of-Way Access Guidelines (PROWAG) which have an effective date of March 15, 2012
 - 2. ADA compliant in need of repair
 - 3. Non-ADA compliant
 - 4. Curb cut required but missing
 - 5. No-curb cut required – no sidewalk or worn pedestrian path.
 - vi. ***Cross-slope of each street***
 - 1. Measure at each intersection with pedestrian crossings where they exist.
 - 2. If there are no pedestrian crossings measure typical cross slope at representative locations (likely driveway connections) within the block. Identify by address, physical reference, or stationing as appropriate.
 - 3. Data to be reported
 - a. Percent slope from crown to gutter – measured as inches to gutter via string line with line level. String held on grade at crown, tape measure vertical distance from level string line to gutter, measure to horizontal distance and convert to slope and report as percent.
 - b. Spot check with smart level and report as percent.
 - c. Note parabolic sections where they exist.
 - vii. ***Drainage issues where apparent.*** Identify by address, physical reference, or stationing as appropriate.
 - 1. Locations along the street that are trapping water
 - 2. Area behind the curb and gutter where the earth (sub-grade) has subsided that are not draining properly
 - 3. Failed or clogged catch-basins
 - 4. Locations where there are pavement failures due to, or are causing, ponding
 - viii. ***Extreme utility adjustments*** (valve boxes, manholes, catch basins, etc) which need immediate attention. Examples of this are where a manhole is in the traveled area of the pavement and it is out-of-adjustment by several inches (there are numerous examples of this in Durham due to subgrade shrinkage) causing a potential travel hazard by causing a driver of a vehicle to lose control. Identify by address, physical reference, or stationing as appropriate.
- 2) **Delivery of the results of the field survey via the MicroPaver database**
- a. All PCI data collected in Task 1 will be stored in a MicroPaver database v 6.5.1 or the most recent version compatible with the City GIS system and Azteca Systems Pavement Management Interface (see below). <http://www2.apwa.net/about/sig/micropaver/>
 - b. The consultant shall acquire a site license for MicroPaver for the City of Durham Department of Public Works with two-year maintenance and support; the minimum number of seats of MicroPaver to be provided shall be 15.
 - c. The consultant shall acquire a site license for the Azteca Systems Pavement Management Interface to MicroPaver. <http://www.cityworks.com/>

- d. The consultant will assist City Staff with the initial installation, deployment and setup of MicroPaver and Azteca Systems Systems Pavement Management Interface to MicroPaver on the City's computer system(s).
 - e. Prior to beginning Task 1 above, the City staff and the consultant will initialize the MicroPaver database to be used by the consultant in this project with street data from the City GIS database.
 - f. At the completion of the PCI survey all of the results as stored in the MicroPaver database will be migrated to the City's installation (if not already there) and synchronized with GIS via the Azteca Systems Pavement Management Interface to MicroPaver.
- 3) **Training for City Staff on the use of MicroPaver and Azteca Systems Pavement Management Interface to MicroPaver**
- a. The consultant shall provide the appropriate level of training to the City staff in the use of the MicroPaver and Aztec software. The amount of training to be provided will be negotiated with the firm selected for the project.
- 4) **Development of a SQL database application for the detailed evaluation of repairs prior to re-paving.** The City currently has an Access application developed by the consulting firm AECOM that is used to collect detailed data on milling, street repairs, utility adjustments, curb and gutter repair, and re-paving areas prior to re-paving. This data collection essentially is used to create a detailed work order to hand-off to a contractor or a City street maintenance crew prior to starting work. In addition, this application has been used to develop an inventory of estimated quantities for unit price pay items in the preparation of the bid documents and estimated costs for paving contracts.

The consultant shall develop a web-based application with similar functionality to the application described above that utilizes a SQL database on the back-end. The services to be provided by the consultant may consist of, but are not limited to, the following types of work activities:

- a. Definition of a logical data model that integrates data sourced from multiple existing City systems, including GIS, the MicroPaver pavement condition databases, and the historical work performed and contained in contract administration and contractor progress reporting systems
- b. Data reduction, cleansing and preparation for loading into SQL,
- c. Development of the web-based software application using Microsoft Foundation Active-Server-Pages with Visual Studio in the C# programming language.
- d. Development of analytic tools for assessment and presentation of historical repaving and street repair data,
- e. Development of interactive query and reporting tools to support staff analysis of the data and preparation of bid documents.
- f. Staff Training

50. Compensation Amount and Schedule: The compensation amount will be negotiated with the first firm selected for the project as described in the Section of the RFQ titled Evaluation Criteria. If the compensation amount cannot be successfully negotiated with the first firm, then the City will begin compensation negotiations with the next firm in line, and so on.

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

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

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

Definitions.

In this section (Trade Secrets and Confidentiality) –

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

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

- a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic

value from its disclosure or use; and

b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

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

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

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

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

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

(1) decline the request for access,

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

(3) notify the candidate of the request and that the City intends to decline the request.

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

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

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

90. Bonds. None required.

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

a) Commercial General Liability, covering:

- Premises/operations
- Products/completed operations (two years minimum, from project completion)
- Broad form property damage
- Contractual liability
- Independent contractors, if any are used in the performance of this contract
- 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 GL section of the certificate, in lieu of an original endorsement)
- Combined single limit not less than \$2,000,000 per occurrence, with an annual aggregate of not less than \$4,000,000.

- b) Commercial Auto Liability, covering:
 - Symbol 1, all vehicles
 - Combined single limit of \$2,000,000
 - City of Durham must be named additional insured
- c) Professional Liability, covering:
 - Covering claims arising out of professional advisement / consultation services performed in connection with this contract
 - Combined single limit not less than \$1,000,000 per occurrence; if coverage is only available on claims made basis, then additional coverage requirements may apply, subject to review of City Finance Director
- d) 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
- e) 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.
- f) 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
 - Certificates shall be addressed to:
 - Edward R. Venable, PE
 - Engineering and Stormwater Manager
 - Department of Public Works, Engineering Division
 - 101 City Hall Plaza, 3rd Floor
 - Durham, NC 27701-3329
 - 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.

If your firm wishes to submit a proposal that does not comply with the standards as discussed above, it is recommended that you also submit one that does comply in addition to the one that does not comply so that your "non-compliant" version can be considered as an alternative if the City is interested in it. This will allow your firm's compliant version to be considered if the City remains steadfast on applying the standards discussed above.

110. Discretion of the City.

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

SCHEDULE

120. Schedule. This schedule is the City's best estimate of the schedule that will be followed. If a component of this schedule is delayed, then it is reasonable to expect that the remainder of the schedule will be delayed by the same number of days.

- [a] Issue RFQ February 13, 2012.
- [b] Pre-qualification Conference, February 22, 2012,
- [c] Receive Qualifications Statements, March 15, 2012

- [d] Qualification Evaluation Committee completes evaluation by April, 2012
- [e] Shortlist of firms provide presentations, April/May, 2012
- [f] Contract negotiations, June 2012.
- [g] City Council Approval of Contract, July, 2012
- [h] Notice to Proceed, August, 2012
- [i] Pavement Evaluations complete, December, 2012
- [j] Delivery of report, MicroPaver and Azteca software installation and training, January, 2013

130. Keeping Qualifications Open. All qualifications will remain open and valid for the City to accept for a period of 120 days after the deadline for submission of qualifications. The Project Manager may release candidates from this obligation by a written letter that specifically refers to this paragraph if he or she determines that the candidate and/or the qualification will not meet the City's needs.

140. Deadline to Submit Qualifications. Candidates should see that their qualifications are received at the following address by March 15, 2012, 4:00pm.

Department of Public Works, Engineering Division
101 City Hall Plaza, 3rd Floor
Durham, NC 27701-3329
Attention: Michael M. Hughes, PE

GETTING MORE INFORMATION ON THE PROJECT AND RFQ PROCESS

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

160. Pre-submittal conferences, meetings, and site visits. The City will conduct a pre-submittal conference on February 22, 2012 at the address below; attendance is strongly recommended.

Department of Public Works, Engineering Division
101 City Hall Plaza, 3rd Floor
Durham, NC 27701-3329

170. Updates and revisions to RFQ. If an amendment is issued, it will be provided to all who have registered with the City and signed for a copy of the RFQ. If you have supplied the Project Manager with your preferred method of contact (email, fax, etc.), updates to this RFQ ("addendums" or "addenda") will be sent to you in that manner. This RFQ and addendums are normally posted on the City's website, on the Purchasing Division's webpage, at <http://www.durhamnc.gov/departments/purchasing/bids.cfm>.

171. Questions Received Before Submittal Date Any questions after the pre-submittal conference must be in writing and directed to the office noted in this RFQ. The deadline for these questions is March 8, 2012.

EVALUATION CRITERIA

180. Evaluation Criteria. The City will use an evaluation committee to evaluate all of the qualifications statements. The establishment of the committee is at the discretion of the City. The Evaluation Criteria as outlined in this RFQ are intended to be used to make a recommendation to the entity or individuals who will interview, negotiate and/or award the contract, but who is not bound to use these criteria or to award to a firm on the basis of the recommendation.

It is anticipated that applicants will be screened based on their proposals and evaluation criteria to develop a short list for further presentations and interviews. Firms that are selected for presentations are normally given 30 minutes to make their presentations with an additional 15 minutes for the selection committee to ask any questions that they may have. Upon completion of the interview process and evaluation of information provided at the presentation, the selection committee will perform an evaluation using the criteria noted in the below paragraphs.

Based on the evaluation rankings, the firm with the highest ranking will be selected with which further or final negotiations will be conducted; the top-rated firm will be requested to submit a detailed cost proposal. If the selected consultant fails to negotiate a contract acceptable to the City in a timely fashion as determined by the City, negotiations may be terminated with

top-rated firm and the City may begin negotiations with the next highest ranked responder. The City reserves the right to vary from this procedure as it determines to be in the City's interest

190. Understanding of the Project— 20% of Total Score

Qualifications will be evaluated against the questions set out below.

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

200. Methodology Used for the Project— 20% of Total Score

Qualifications will be evaluated against the questions set out below.

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

210. Management Plan for the Project— 20% of Total Score

Qualifications will be evaluated against the questions set out below.

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

220. Experience and Qualifications— 40% of Total Score

Qualifications will be evaluated against the questions set out below.

Questions regarding the personnel.

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

Questions regarding the candidate firm:

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

230. Contract Cost – Not applicable

CONTENTS OF QUALIFICATION

240. Contents of Qualification.

The qualification should include sections, numbered as follows:

1. **Contact information.** Include the candidate's name and address, and the contact information (name, mailing address, email address, fax number, and telephone number) of the person whom the City should contact regarding the qualification.
2. **Legal Status of the Candidate and Signers.** State the full, exact name of the candidate. State whether the candidate is an individual, corporation, limited partnership, general partnership, limited liability company, professional corporation, professional association, etc. If it is anything other than an individual or a general partnership, specify the State under which the entity is organized. If the State under which the entity is organized is not North Carolina, specify whether the candidate has received a certificate of authority from the N. C. Secretary of State to transact business in North Carolina. State whether the entity is in existence at the time the qualification is submitted, and if not, whether and when the candidate intends to officially form the entity. State the names and titles of the individuals who will sign the contract with the City.
3. **Qualifications, References, and Licenses.** This part should include the candidate's experience on similar projects and include references and how to contact them. In addition, this part should list the candidate's current licenses that are pertinent to this project.
4. **Project Team, Location of Work, and Subcontracting.** State the names and qualifications of the individuals who will have responsibility for this project.
5. **Methods and Procedures.** The firm's selected for the short list shall be required to submit their projected hours for each street in this contract. No projected hours or hourly rates are required for this submittal.
6. **Compensation.** See Section 50 (**Compensation Amount and Schedule**) above.
7. **Assumptions regarding City of Durham Actions and Participation.** If your qualification assumes that the City will take certain actions, provide facilities, or do anything else, you should state these assumptions explicitly.
8. **Equal Business Opportunity Program.** 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.

The goals are 0% M/SDBE and 1% W/SDBE for each project. In accordance with the Ordinance, all contractors are required to provide information requested in the "SDBE Professional Services Forms" package. It is the intention of the City that proposals that do not contain the appropriate, completed "Professional Services Forms" will be deemed non-responsive and ineligible for consideration and that the "Declaration of Performance," "Participation Documentation," Managerial Profile," "Equal Employment Opportunity Statement" and the "Employee Breakdown" documents are required of all contractors. In lieu of the "Employee Breakdown," contractors may submit a copy of the current EEO-1 form (corporate basis). The "Letter of Intent to Perform as a Sub-consultant/Subcontractor" must be completed for SDBEs proposed to perform on a contract. This form must be submitted with the proposal. The "SDBE Goals Not Met/Documentation of Good Faith Efforts" form must be submitted if the goals are not met. The "Post Proposal Submission SDBE Deviation" form is not applicable at this time.

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.

9. **Financial Condition, Insurance, and Bonds.** Not applicable.
10. **Conflict of Interest.** If the candidate has any grounds to believe there could be a conflict of interest, such as that a City employee who is involved in awarding the contract has a connection with the candidate, please explain.
11. **Non-collusion.** This RFQ constitutes an invitation to bid or propose. Sign the following and include it 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, qualifications 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: _____

NON-COLLUSION AFFIDAVIT

By executing this qualification, I certify that this qualification is submitted to the City of Durham competitively and without collusion. I am authorized to represent the candidate both in submitting this bid and in making this Non-collusion Affidavit. To the best of my knowledge and belief, (1) the candidate has not violated N. C. General Statute section 133-24 in connection with the qualification, (2) the candidate has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with its qualification, and (3) the candidate intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. The neuter includes the masculine and the feminine. The candidate to which this Non-Collusion Affidavit refers is:

(insert name of candidate)

(signature of individual)

ACKNOWLEDGMENT

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

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

Place where acknowledgment occurred: County of _____, State of _____

Notary's residence : County of _____, State of _____

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

This the ____ day of _____, 20____. _____

Notary Public

My commission expires:

COVER LETTER WITH QUALIFICATION

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

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

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

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

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

-or-

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

In addition, the cover letter should contain also one of the following two paragraphs A or B.

A. This qualification is an offer that cannot be revoked before 4:30 PM on the date 120 days from the submittal date. The City may allow the candidate to withdraw the offer by sending written withdrawal permission that refers specifically to this provision.

-or-

B. This qualification is not an offer, and the candidate retains the right to decline to enter into a contract with the City for this project.

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

HOW TO SUBMIT A QUALIFICATION

270. How to submit a qualification.

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

Write the following prominently on the outside of the envelope: **Qualifications for a Pavement Condition Survey**

Qualifications are to be received no later than **March 15, 2012**.

280. Format. Each firm shall submit five (5) bound copies of their qualifications not to exceed 25 total pages excluding SDBE forms and resumes. Each firm shall also submit an electronic copy by either email or on a disk or flash drive.

290. Alternative Qualifications. Not Applicable.

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

310. Privilege License. The City's practice is that if a City privilege license is required to perform the work under the contract, the candidate needs to obtain the license before the City will sign the contract. For information on this license, call (919) 560-4700 or see http://www.durhamnc.gov/departments/finance/business_license.cfm.

320. 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 Ms. Stacey Poston, ADA Coordinator, voice 919-560-4197, fax 560-4196, TTY 919-560-1200, or Stacey.Poston@durhamnc.gov, as soon as possible but no later than 48 hours before the scheduled event.

---- End of RFQ ----