

CITY OF DURHAM, NORTH CAROLINA

CONTRACT: SW-77

**Request for Qualifications (RFQ) for Sidewalk Asset
Management Plan and Condition Study**



**Due by: Friday March 13, 2020
4:00 PM**

**Engineering Services Division
Department of Public Works
101 City Hall Plaza
Durham, North Carolina 27701**

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Request for Qualifications (RFQ) for Sidewalk Asset Management Plan and Condition Study 2020 (Contract SW-77)

10. **Date of RFQ:** Tuesday, February 18, 2020

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

Attn: Bayan Alzubi
Engineering Services
Department of Public Works
101 City Hall Plaza, Suite 3100
Durham, NC 27701-3329
Phone: (919) 560-4326 ext. 30296
Fax: (919) 560-4316
Bayan.Alzubi@DurhamNC.gov

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

Attn: Ed Venable
Engineering Services
Department of Public Works
101 City Hall Plaza, Suite 3100
Durham, NC 27701-3329
Phone: (919) 560-4326 ext. 30233
Fax: (919) 560-4316
Ed.Venable@DurhamNC.gov

DESCRIPTION OF PROJECT AND NATURE OF RFQ

30. Project. The project consists of a field survey of the sidewalk condition on sidewalks within the Durham City limits and development of a condition rating scale for the existing sidewalk. Using the gathered field information, prepare an asset management plan. The City will need guidance on the form the asset management plan will take. The City will need guidance on what field data to gather to facilitate the development of the asset management plan.

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

<https://durhamnc.gov/4003>

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

The Consultant will create a Sidewalk Asset Management Plan for use by the City of Durham. The Contractor will inventory the existing sidewalk to provide the necessary input for the plan. The aim of the plan is to develop short- and long-term maintenance and renewal strategies, and project future expected costs for capital budgeting. There are currently 639 miles of sidewalk that the City is responsible for maintaining.

The sidewalk inventory will capture information on all sidewalk within the City Limits or for a subset of the total. The subset may be a determined through application of an equity lens to determine a limited geographic area for inventory. The inventory may or may not include NCDOT maintained streets within the City limits. Data may be collected for units as small as individual panels or for stretches of sidewalk. The data collected will include a condition rating of the sidewalk, typically the City has used a one to five scale. The proximity of elements that impact construction may be collected, such as retaining walls, trees, slopes, etc. The apparent location of the public right of way may be collected based on easily assessable information on the web. No survey-grade public right of way data will be collected. The location of the sidewalk may be collected with width of the verge and distance to the edge of the public right of way. The existence of curb ramps may be collected along with PROWAG compliance.

The Asset Management Plan will be used to prioritize the sidewalks to be repaired. Prioritizations may be by geographic area, PAC boundaries, an equity lens, equal distribution of funds or by neighborhood. The consultant will develop degradation curves to predict the lifecycle of the sidewalks. Sidewalks are construed with concrete or pavers and the characteristics of both styles will need to be taken into account. The Plan will estimate the cost of the sidewalk repairs so that contracts can be created of a specific value. The Plan must accommodate variable repair costs per location to reflect the differing conditions encountered. The Plan will be managed and operated by the City upon completion. The consultant will train City staff on its use and operation.

The data for the asset plan will be held in a City of Durham GIS layer. There are no limitations on the amount or number of discrete fields for the data. CityWorks will be used as the hub for tracking service requests, work orders and any reports. A standalone software application will need to be developed to do forecasting, prioritization and optimize repair locations.

50. Compensation Amount and Schedule. Progress payments will be made on a monthly basis reflective of the deliverables. Some months will involve a high level of activity, while other months will only involve a modest amount of monitoring of the activities of others as they perform their work. The contract will last approximately 12 months or data collection and asset management plan development.

60. Definitions in this RFQ: City, RFQ, Proposal, Candidate, Consultant, Should. Unless the context indicates otherwise – (a) The expressions “RFQ,” “this RFQ,” and “the RFQ” refer to this document as it may be amended or updated. (b) “City” and “city” mean the City of Durham. (c) The “proposal” is the response of a person, firm, or corporation proposing to provide the services sought by this RFQ. (d) The word “Candidate” or “candidate” is the person, firm, or corporation that submits a proposal or that is considering submitting a proposal. (e) The word “Consultant” or “Consultant” is the person, firm, or corporation with which the City enters into a contract to provide the services sought by this RFQ. That is, “Consultant” 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 Attachment A, as it will be modified and filled in to reflect the RFQ and the proposal. If a candidate objects to any of the contract, it should state the objections in its proposal.

73. Equal Business Opportunity Program. It is the policy of the City to provide equal opportunities for City contracting for 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 MUBE participation goal is 8% and WUBE participation goal is 0%. In accordance with the Ordinance, all contractors are required to provide information requested in the EBOP Professional Services Forms package (Attachment B). **Proposals that do not contain the appropriate, completed Professional Services Forms will be deemed non-responsive and ineligible for consideration.** The Participation Documentation 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). Other forms in the package should be used as needed.

A listing of HUB firms that can provide community engagement are provided in Attachment C.

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

75. Reserved.

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 Consultant (that is, after it is a party to a contract with the City).

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

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

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

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

(a) Designation of Confidential Records. To the extent that the candidate wishes to maintain the confidentiality of trade secrets contained in materials provided to the City, the candidate shall prominently designate the material with the words “trade secrets” at the time of its initial disclosure to the City. The candidate shall not designate any material provided to the City as trade secrets unless the candidate has a reasonable and good-faith belief that the material contains a trade secret. When requested by the City, the candidate shall promptly disclose to the City the candidate’s reasoning for designating material as trade secrets; the candidate may need to label parts of that

reasoning as trade secrets. In providing materials to the City, the candidate shall make reasonable efforts to separate those designated as trade secrets from those not so designated, both to facilitate the City's use of the materials and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a trade secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only trade secret information on a page and nothing else on that page.

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

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

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

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

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

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

85. Reserved.

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

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

- a) Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- b) Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site
- c) Workers' Compensation & Employers Liability – Consultant agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with limits of no less than \$1,000,000 each accident, each employee and policy limit.
- d) Umbrella or Excess Liability – Consultant may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Consultant agrees to endorse City of Durham as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.
- e) Professional Liability - Consultant agrees to maintain Professional Liability Insurance with limits no less than \$1,000,000, covering claims arising out of professional architect, engineers and surveyors services performed in connection with this contract.

- f) Additional Insured – Consultant agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read ‘City of Durham as its interest may appear’.
- g) Certificate of Insurance – Consultant agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage’s, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Consultant’s insurer. If Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The Certificate Holder address should read:
 City of Durham
 Public Works Dept./Contract Mgmt.
 101 City Hall Plaza, Ste. 3100
 Durham, NC 27701

110. Discretion of the City.

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

SCHEDULE

120. Schedule. This schedule is the City's best estimate of the schedule that will be followed. If a component of this schedule from the beginning to contract award is delayed, the rest of the schedule will be shifted by the same number of days.

| | |
|--|--------------------------------------|
| Pre-Submittal Meeting: | 9:00 AM Wednesday, February 26, 2020 |
| Last date for receipt of proposals: | 4:00 PM Friday, March 13, 2020 |
| Conclude Shortlisting: | Friday, March 27, 2020 |
| Conclude Presentations (if necessary): | Thursday, April 9, 2020 |
| Conclude Contract Negotiations: | Friday, April 24, 2020 |
| City Council Work Session: | Thursday, June 4, 2020 |
| City Council Meeting: | Monday, June 15, 2020 |
| Contract Execution: | Tuesday, June 30, 2020 |
| Notice to Proceed: | Thursday, July 30, 2020 |
| Contract End Date: | Friday, July 30, 2021 |

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

140. Deadline to Submit Proposals. Candidates should see that their proposals are received at the following address no later than 4:00 PM on Friday, March 13, 2020.

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. This is a re-advertisement and the City will not be conducting a second pre-submittal meeting.

170. Updates and revisions to RFQ. If you have supplied the Project Manager with your preferred method of contact (email, fax, etc.), updates to this RFQ (“addendums” or “addenda”) will be sent to you in that manner. This RFQ and addendums are normally posted on the City’s project webpage (<http://durhamnc.gov/4003>), or on the Purchasing Division’s webpage (<http://durhamnc.gov/bids.aspx>). Check those webpages to see that you have received all addenda.

EVALUATION CRITERIA

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

190. Understanding of the Project

Proposals will be evaluated against the questions set out below.

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

200. Methodology Used for the Project

Proposals will be evaluated against the questions set out below.

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

210. Management Plan for the Project

Proposals will be evaluated against the questions set out below.

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

220. Experience and Qualifications

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

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

Questions regarding the candidate:

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

230. Contract Cost

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

CONTENTS OF PROPOSAL

240. Contents of Proposal.

The proposal should include sections, numbered as follows:

1. **Contact information.** Include the candidate's name and address, and the contact information (name, mailing address, email address, fax number, and telephone number) of the person whom the City should contact regarding the proposal.
2. **Legal Status of the Candidate and Signers.** State the full, exact name of the candidate. State whether the candidate is an individual, corporation, limited partnership, general partnership, limited liability company, professional corporation, professional association, etc. If it is anything other than an individual or a general partnership, specify the State under which the entity is organized. If the State under which the entity is organized is not North Carolina, specify whether the candidate has received a certificate of authority from the N. C. Secretary of State to transact business in North Carolina. State whether the entity is in existence at the time the proposal is submitted, and if not, whether and when the candidate intends to officially form the entity. State the names and titles of the individuals who will sign the contract with the City.
3. **Qualifications, References, and Licenses.** This part should include the candidate's experience on similar projects and include references and how to contact them. List the candidate's current licenses that are pertinent to this project.
4. **Project Team, Location of Work, and Subcontracting.** State the names and qualifications of the individuals who will have responsibility for this project
5. **Methods and Procedures.** State how the work will be accomplished. Explain if one individual will be in responsible charge or a team approach will be used. Please provide copies of sample curb ramp designs and sample traffic and pedestrian control plans.
6. **Compensation.** See "Section 50. Compensation Amount and Schedule" above.
7. **Assumptions regarding City of Durham Actions and Participation.** If your proposal assumes that the City will take certain actions, provide facilities, or do anything else, you should state these assumptions explicitly.
8. **UBE Participation.** It is the policy of the City to provide equal opportunities for City contracting for underutilized firms owned by minorities and women doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all professional services categories.

The MUBE participation goal is 8% and WUBE participation goal is 0%. In accordance with the Ordinance, all contractors are required to provide information requested in the Professional Services Forms package (Attachment B). Proposals that do not contain the appropriate, completed Professional Services Forms will be deemed non-responsive and ineligible for consideration and that the Participation Documentation 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). Other forms in the package should be used as needed.

A listing of HUB firms that can provide community engagement are provided in Attachment C.

The Department of Equal and Inclusion is responsible for the Equal Business Opportunity Program. All questions about Professional Services Forms should be referred to Deborah Giles or other department staff at (919) 560-4180.
9. **Financial Condition, Insurance, and Bonds.** Not applicable.
10. **Conflict of Interest.** If the candidate has any grounds to believe there could be a conflict of interest, such as that a City employee who is involved in awarding the contract has a connection with the candidate, please explain.
11. **Non-collusion.** This RFQ constitutes an invitation to propose. Sign Attachment D and include it with your response (required).

COVER LETTER WITH PROPOSAL

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

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

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

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

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

-or-

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

In addition, the cover letter should also contain the following statement:

This proposal 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 PROPOSAL

270. How to submit a proposal.

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

Write the following prominently on the outside of the envelope: **Request for Qualifications (RFQ) for Sidewalk Asset Management Plan and Condition Study (Contract SW-77)**

Proposals are to be received no later 4:00 PM on Friday, March 13, 2020. Proposals should not be made by email or fax.

280. Format. Submit one copy of the proposal and a memory stick with a PDF of the proposal. Proposals should be no longer than 10 page(s) front and back excluding the cover page, resumes, sample plans, and Equity & Inclusion documents.

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

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

310. State Treasurer's lists regarding Iran and Boycott of Israel. If the candidate or the City signs the contract on October 1, 2017 or afterwards, and the value of the contract is \$1,000 or more, the following applies unless the candidate otherwise states in its proposal: the candidate affirms (by submitting a proposal) that (1) its name does not appear on the list of companies that are engaged in a boycott of Israel developed by the N. C. State Treasurer under N.C.G.S. 147-86.81(a)(1) or on a list created by the Treasurer pursuant to N.C.G.S. 147-86.58 as a company engaging in investment activities in Iran,

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

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

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

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

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

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

B. Livable Wage. The City of Durham desires that consultants doing business with the City pay their workers a livable wage rate while working on City contracts. The livable wage rate is \$15.46 per hour through June 30, 2020.

340. Ownership of Work Products. The City shall have exclusive ownership of all intellectual property rights in all designs, plans and specifications, documents and other work product prepared by, for, or under the direction of the selected firm pursuant to any contract under this RFQ (collectively, the "Intellectual Property"), including without limitation the right to copy, use, disclose, distribute, and make derivations of the Intellectual Property for any purpose or to assign such rights to any third party. The Intellectual Property shall be prepared in the City's name and shall be the sole and exclusive property of the City, whether or not the work contemplated therein is performed. The City will grant the firm a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform the contract.

360. E-Verify Requirements. The executed contract agreement is subject to the following E-Verify requirements.

- A. If the contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129
 - i. the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS;
 - ii. the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and
 - iii. the City is relying on this subsection (A) in entering into this contract.
- B. If the contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

---- End of RFQ ----