



# **Request for Proposal (RFP) for an Performance Management Software**

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City of Durham

September 2015

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**10. Date of RFP:** September 11, 2015

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

Anthony Pergolotti  
Technology Solutions Department  
101 City Hall – 4<sup>th</sup> Floor  
Durham, NC 27701

Phone: 919-560-4122 ext. 33236  
Email: anthony.pergolotti@durhamnc.gov

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

Kerry Goode, TS Director/CIO  
Technology Solutions Department  
Phone: 919- 560-4122 ext. 33248  
Email: kerry.goode@durhamnc.gov

#### **DESCRIPTION OF PROJECT AND NATURE OF RFP**

**30. Project.** The City of Durham desires to procure and implement a performance measurement system that will meet present and future needs.

The City's functional objectives for a software solution include but not limited to:

- The selected software must be a commercial off-the-shelf solution that has been successfully implemented in at least five (5) public agencies within the past five (5) years, who are similar in requirements and function to the City.
- The City intends to select a single contractor/vendor.
- It is the preference of The City to select a fully integrated system which has functionality to meet standard performance measurement data acquisition, analysis, and reporting needs.
- The City prefers solutions that require no modification to base code, but are highly configurable to meet The City's needs and can be fully integrated with any current and future systems containing performance data.
- The use of custom software components will be permitted only when a commercial off-the-shelf solution is not available.
- The City prefers that the solution be web accessible.
- The City will reserve the right to accept or reject any proposed integration partners, while retaining the software vendor's solution.

**40. Scope of Work.** The following section details the scope of work and requirements of the City of Durham. Please respond to all applicable requirements in an attached excel document format. Any additional materials, documentation can be referenced and attached with your submission.

**1. General Requirements** - Software solution will allow for the following general requirements:

- 1.1. Web Based Technology Preferred
- 1.2. Historical Data Integration/migration
- 1.3. Multi-departmental (we have over 20 departments) concurrent access
- 1.4. Standardized interface with the following systems (please provide details and examples of integration process with each system):
  - 1.4.1. Cityworks (work order process)
  - 1.4.2. Kronos (time keeping)
  - 1.4.3. Munis (budgeting/accounting)
- 1.5. Ability to download into MS Office products such as PowerPoint, Excel and Word
- 1.6. Browser based reports with customizable set-ups, including sorts, groupings, and selection criteria generated in a variety of exportable formats. Graphical representations, drill-down capabilities, performance measure indexing capabilities, and automated scheduling (please provide print screen examples)
- 1.7. Browser based reports available for users viewing from outside the City's network
- 1.8. Data visualization capabilities to include ability to produce charts, graphs, multiple dash boarding components, and multiple output formats (please provide examples)
- 1.9. Ability to record, update, and track strategies, programs, objectives, project tracking, and action items
- 1.10. Ability to export data for Ad-Hoc Reporting purposes: The new system must provide a reporting mechanism so that users can use the most current data to create ad-hoc queries and reports.
- 1.11. Ability to capture attributes of strategies, programs, objectives, project tracking, and tasks such as long descriptions, short descriptions, notes, images, and links
- 1.12. Ability to assign an unlimited number of attributes to performance metrics

- 1.13. Ability to assign weights to metrics: Application should automatically determine your status (i.e., red/yellow/green).
- 1.14. Ability to assign/maintain relationships between metrics and strategies, programs, program objectives, departments, initiatives, funding, priorities, and tasks (please provide an example of how these relationship can be seen graphically)
- 1.15. Ability to design unique personalized applications for specific user groups
- 1.16. Ability to utilize role-based security
- 1.17. Ability to schedule full and incremental backups of all business and configuration data
- 1.18. Includes built-in statistical functions to include, but not be limited to, mean, median, mode, variance, standard deviation, frequency, recency, dormancy, and forecasting
- 1.19. Ability to attach MS Office and .pdf files as well as JPEG/PNG to defined measures: System should allow users to attach supplement documentation
- 1.20. Software provides an audit trail with user id and date/time stamp for adds/changes/deletes made to application elements such as program descriptions, objectives, and measures
- 1.21. Application should incorporate logic testing to alert users of potentially invalid measure values
- 1.22. Save Feature: Allows applicants the capability to save information and to return later to complete and/or update applications (auto save preferred).
- 1.23. Internet Access: The system provides the City of Durham users the ability to access system on any internet enable computer through a Web Browser.
- 1.24. Mobile Access: System should be mobile-ready and allow applicants and internal City reviewers/ processors to use the system on their smart-phone.
- 1.25. Ability to create outward facing views of performance data separately from internal system. Views should include performance data both graphically and narratively through a dashboard (please provide examples in the form of screen shots from other clients)
- 1.26. Integration with GIS – ability to track and display performance based on geocoding.
- 1.27. Workflow Capabilities – capability to trigger email notification to hierarchy of users.

2. **Maintenance and Support** – Vendor’s proposal should provide the following information:

- 2.1. Are product updates and enhancements released on an annual schedule?
- 2.2. Are product updates and upgrades mandatory when a new version is released?
- 2.3. Are there charges for new version releases?
- 2.4. Do you have telephone, email, and internet based customer support? Please state your policy for Help Desk support of previous versions/releases.
- 2.5. How does vendor provide product support, training, and other customer communications? Please describe the services offered (i.e. website, etc.)
- 2.6. Please provide your service levels of support (i.e. 24/7, etc.)
- 2.7. List the last 3 versions of your product, their release date, and the date on which each was discontinued and the date on which each was no longer supported.
- 2.8. Solution must be designed to minimize vendor service hours required to maintain and upgrade system. Explain how.
- 2.9. What is the cost for Annual Maintenance and what does it include?

3. **Implementation and Project Management** – The vendor must provide a full description of the services and processes that will be undertaken to implement the complete Performance Measurement System in the most efficient, timely and comprehensive manner and should include the following information:

- 3.1. Vendor must adhere to best practice project management methodology.
- 3.2. Selected vendor should facilitate a proven implementation process that can be completed with a simple implementation methodology.
- 3.3. On-site training until new program is fully operational
- 3.4. Describe your process for collaborating with our organization on the project plan and the mechanism used to allow our organization to make final changes to that plan.
- 3.5. Provide training and reference materials (documentation).
- 3.6. Vendor must provide flexible implementation options to accommodate customer timeline and desired support.
- 3.7. Application set-up and configuration plan to address any custom code and third party integrations included in the Vendor’s overall solution.

- 3.8. Training Plan
  - 3.9. Testing Plan
  - 3.10. Design and development of customized reports
4. **System Access/Data Security** – Software solution will allow for the following system access and data security:
- 4.1. Software provides an audit trail with user id and date/time stamp for adds/changes/deletes made to application elements such as program descriptions, objectives, and measures
  - 4.2. Must protect the database from illegal access.
  - 4.3. Data collected and maintained by the vendor must be secured with access by pre-approved City of Durham employees only. The data maintained is the property of the City and cannot be used in anyway other than for conducting business with the City of Durham.
  - 4.4. Must restrict access to employee data through application security at various levels (e.g. Manager, Reviewer, etc.)
  - 4.5. Provide password encryption for employee & applicant access.
  - 4.6. Support function-level security access privileges (some functions may be available to specific users including field level for sensitive data.
  - 4.7. System should be accessible reliably. If hosted, please show system’s uptime statistics.

**If hosted/cloud solution, please complete below:**

- 4.8. Identity management      Provider must have its own identity management system to control access to information and computing resources. Please provide details of these controls.
- 4.9. Physical and personnel security      Provider must ensure that physical machines are adequately secure and that access to these machines as well as all relevant customer data is not only restricted but that access is documented. Please provide details of these controls.
- 4.10. Application security      Provider must ensure that applications available as a service via the cloud are secure by implementing testing and acceptance procedures for outsourced or packaged



- application code. It also requires application security measures be in place in the production environment. Please provide details of these controls.
- 4.11. Security Certifications Provide list of security certifications you hold along with a copy of each. Providers should hold **ISO 27001** for security controls or **SAS 70 Type II** audits for physical security.
- 4.12. Architecture and Software Isolation The cloud provides services via an abstraction layer – a web portal. Behind this abstraction layer is a hidden world of complexity that includes firmware, hypervisors, operating systems, virtual machines, user portals, charge back and metering systems, provisioning, orchestration and other essential functions. Much of this functionality and its supporting software don't typically exist within IT infrastructures.
- 4.12.1. By adding new functionality and software to the architecture, what is known as an attack surface emerges. From a security and privacy perspective, it is important for the provider to detail how he will protect the City's data from this. Please provide details of these controls.
- 4.12.2. Another area for concern is how the provider handles software isolation. This is how data is set-up and shared across databases and common application platforms, particularly in multi-tenant applications. **All public sector cloud data must be isolated from shared systems, databases and applications.** Please provide details of these controls.
- 4.13. Data Storage & Protection **All public sector cloud data must reside in the continental U.S.**
- 4.13.1. Provide all locations of where the City's data will be stored (geographical locations) to include hot sites in case the system failure.
- 4.13.2. List the type of encryption used to secure the data
- 4.13.3. Detail how the data is protected against leaks
- 4.13.4. Provide a list of vendor employees and third parties that can access the City's data
- 4.13.5. Provide a copy of the procedure for regulating access to the data
- 4.13.6. Provide a list of formats that the data can be stored and converted
- 4.13.7. Provide Data backup schedules

- 4.13.8. Provide the method by which the City's data will be sanitized from your storage when the contract is terminated, to include backup copies
- 4.13.9. Provide a copy of the vendor's disaster recovery plan
- 4.13.10. Provide the process used to vet technicians
- 4.14. Data Availability Provider must assure the City that they will have regular and predictable access to their data and applications. The vendor will have a method of providing continued operations for the City if the vendor's operations are suddenly shut down. Additionally, the provider must have a method to return all data to the City if the provider goes out of business or is shut down. Please provide details of these controls.
- 4.15. Business continuity and data recovery Provider must have business continuity and data recovery plans in place to ensure that service can be maintained in case of a disaster or an emergency and that any data loss will be recovered. These plans must be provided to the City.
- 4.16. Incident Response Provide a copy of your incident response plan.
  - 4.16.1. Provider must detail any circumstance that might cause our data to be inaccessible such as a subpoena, litigation, or e-discovery for another customer's data or services.
- 4.17. Compliance & Privacy **All public sector cloud data must reside in the continental U.S.**
  - 4.17.1. Numerous regulations pertain to the storage and use of data, including federal laws and regulations such as FISMA, the National Archives and Records Management Act (NARMA), North Carolina Records Retention and Disposition Schedule, Payment Card Industry Data Security Standard (PCI DSS), the Health Insurance Portability and Accountability Act (HIPAA), and the Sarbanes-Oxley Act, among others. Many of these regulations require regular reporting and audit trails. Cloud providers must enable their customers to comply appropriately with these regulations. Please provide details of these controls.
  - 4.17.2. Provider must ensure that all critical data (credit card numbers, for example) are masked and that only authorized users have access to data in its entirety. Moreover, digital identities and credentials must be protected as should any data that the provider collects or produces about customer activity in the cloud. Please

- provide details of these controls.
- 4.17.3. City data will not be used for vendor advertising or other promotional purposes. City data will not be sold to third parties. Please provide details of these controls.
- 4.17.4. Provider has the ability to preserve, identify, collect, process, analyze and produce all forms of electronic files. All public sector cloud data must be discoverable in accordance with state and federal laws. Please provide details of these controls.
- 4.17.5. Provider must comply with North Carolina statutes when dealing with legal issues, such as Contracts and E-Discovery, which may vary by state. Providers must also comply with the North Carolina Municipal Records Retention and Disposition Schedule.  
*[http://durhamnc.gov/ich/cco/Documents/retention\\_09.pdf](http://durhamnc.gov/ich/cco/Documents/retention_09.pdf)*
- 4.17.6. In addition to producing logs and audit trails, provider must work with the City to ensure that these logs and audit trails are properly secured, maintained for as long as the City requires, and are accessible for the purposes of forensic investigation (e.g., e-Discovery). Please provide details of these controls.
- 4.17.7. Because so much of what's behind the cloud is hidden, the City may need to conduct an audit or review past performance and certifications to gain a degree of trust as to what is going on within the infrastructure where our data will reside. It is critical that the provider allow for external audits. Many cloud providers do not allow customers to enter their data centers. In that case, it is important that they have provisions to allow external auditors to access the facilities. Please provide details of these controls.

**45. City IT Standards.** The City has Information Technology Standards for governance and regulatory compliance for applications within its portfolio. If hosted/cloud based, please ignore. The datacenter requirements are outlined below:

- I. **Datacenter** - For applications/software that is provided to reside within the City's Datacenter, the City's Standards are:

Hardware	VM Ware Virtualized Servers
OS	Windows Server 2008, 2012 (64)
Database	SQL Server 2008 R2 (64)

**Please provide the following information on Server Configuration:**

Number of Servers (Application/Database)	
Security for Public Access	
Mobile Computing Requirements	
Antivirus Limitations	
Other or Specific Software Limitations	

**For each Server in the Configuration, please provide the following information:**

Server Description	
Software Requirements	
Recommended Number of Processors	
Recommended RAM	
Disk Storage Requirements	

**50. Compensation Amount and Schedule.**

The timing of the payment or payments will be determined by a contract based on the project scope of work and budget. Provide separate pricing for the following, regardless of whether the items will be bundled:

- Software license costs (the City is expecting about 100 active users with 50 view only users).
- Initial configuration and set-up.
- Hosting fees, if applicable and pricing model (by user, enterprise, module, etc.).
- Training costs.
- Ongoing technical support/ maintenance costs, by year.
- Additional requirements or services.

Contractor will indicate which items are optional.

**60. Definitions in this RFP: City, RFP, Proposal, Candidate, Contractor, Should.** Unless the context indicates otherwise – (a) the expressions “RFP,” “this RFP,” and “the RFP” refer to this document as it may be amended or updated. (b) “City” and “city” mean the City of Durham. (c) The “proposal” is the response of a person, firm, or corporation proposing to provide the services sought by this RFP. (d) The word “Candidate” or “candidate” is the person, firm, or corporation that submits a proposal or that is considering submitting a proposal. (e) The word “Contractor” or “contractor” is the person, firm, or corporation with which the City enters into a contract to provide the services sought by this RFP. That is, “contractor” generally refers to a successful candidate that has obtained a fully executed contract with the City, while “candidate” is generally reserved to the stage before a contract has been signed. (f) The word “should” is used to tell candidates what the City thinks it wants and/or what the project manager thinks is best. Candidates that want to increase the likelihood of being selected will, in general,

do what the RFP says candidates “should” do, but failure to comply with all “shoulds” will not necessarily and automatically result in rejection.

**70. Contract.** The City anticipates that the conclusion of the RFP 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 RFP. The contract requires compliance by the contractor and its subcontractors with respect to the N. C. E-Verify law. Please see section 330, which is titled “E-Verify Compliance.”

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

Definitions.

In this section (Trade Secrets and Confidentiality) –

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

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

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

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

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

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

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

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

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

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

**(c) Defense of City.** If the City declines the request for access to a record designated as trade secrets in accordance with subsection (a), then, in consideration of the promises in (b) above and for considering the candidate's proposal, the candidate agrees that it shall defend, indemnify, and save harmless Indemnities 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 Indemnities 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. "Indemnities" means the City, and officers, officials, independent contractors, agents, and employees, of the City. "Indemnities" 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.

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

**100. Insurance.** Depending on the nature of the approved project, the City of Durham Office of Risk Management may require the candidate to carry insurance for the project, with the City named as an "additional insured." The project contract will include any necessary insurance requirements which shall be the responsibility of the candidate. It is recommended that candidates indicate in their proposal what insurance they have.

**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 RFP, including the SDBE portions.

C. Where the City asks or tells candidates to do stated things, such as that a proposal should follow a stated format or that the candidate should do stated things in seeking the contract, the City may reject a proposal because it does not comply with those requests, so the candidate is adding to its risk of rejection by non-compliance. Still, the City may, in its discretion, waive non-compliance. This subsection (C) does not limit subsections (A) and (B).

D. Of course, once a contract is signed, the parties to the contract may enforce the contract according to its terms as allowed by applicable law.

**SCHEDULE**

**120. Schedule.**

<b>Task</b>	<b>Date</b>
Solicitation of proposals from Candidates by the City of Durham	September 11, 2015
RFP application deadline	October 2, 2015
Estimated Selection process	October to January 2016

This schedule is the City's best estimate of the schedule that will be followed. If a component of this schedule is delayed, the rest of the schedule will be shifted by the same number of days.

**130. Keeping Proposals Open.** All proposals will remain open and valid for the City to accept for a period of 14 days after the deadline for submission of proposals. The Project Manager may release candidates from this obligation by a written letter that specifically refers to this paragraph if he or she determines that the candidate and/or the proposal will not meet the City's needs.

**140. Deadline to Submit Proposals.** Candidates should see that their proposals are received at the following address by October 2, 2015 at 5:00 pm ET:

Attn: Anthony Pergolotti  
 Technology Solutions Department  
 101 City Hall – 4<sup>th</sup> Floor  
 Durham, NC 27701

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

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

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

## EVALUATION CRITERIA

**180. Evaluation Criteria.** If an award is made, it is expected that the City’s award will be to the candidate that agrees to meet the needs of the City. A number of relevant matters will be considered, including qualifications and cost. Please complete the attached spreadsheet that will assist the City in evaluating your proposal.

## 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.
4. **List the candidate’s current licenses** that are pertinent to this project (government performance management software).



5. **Project Team, Location of Work, and Subcontracting.** State the names and qualifications of the individuals who will have responsibility for this project.
  
6. **Detailed response to the requirements section** (Section 40). Please use format provided in section 280.
  
7. **Methods, Procedures and Implementation Plan.** Include the work break down structure for this project.
  
8. **Compensation.** Explain the entire compensation arrangement that you propose. Provide pricing broken out by:
  - I. Initial configuration and set-up
  - II. Monthly Maintenance/user/hosting fees
  - III. Training
  - IV. Ongoing technical support
  - V. Additional requirements or services
  - VI. Data migration from Legacy System
  
9. **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.
  
10. **SDBE Participation.** Please find, complete and attach the following SDBE forms for this RPF:  
Procurement  
Professional Services.

You can fill out and print the SDBE forms from the web to submit. They are located here:

<http://durhamnc.gov/616/Forms>

Once there, scroll down until you see:

Equal Opportunity Equity Assurance (EOEA)

Under that title you will see:

\* \* \*

Procurement SDBE: [.pdf](#)

Professional Services SDBE: [.pdf](#)

For help, call the City's Department of Equal Opportunity/Equity Assurance (EO/EA) at (919) 560-4180.

11. **Financial Condition, Insurance, and Bonds.** The City may reject proposals from candidates that are overdue on City property taxes.

12. **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.

12. **Non-collusion.** This RFP constitutes an invitation to bid or propose. Sign the attached Non-Collusion Affidavit (Exhibit B) and include it with your response.

### **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 RFP, our proposal accepts the terms and conditions stated in the RFP, 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 RFP titled "Trade Secrets and Confidentiality," the City may treat everything it receives from the candidate as NOT trade secret or confidential, and the City may disclose to the public everything it receives from the candidate.

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

**-or-**

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

A. This proposal is an offer that cannot be revoked before 60 days. The City may allow the candidate to withdraw the offer by sending written withdrawal permission that refers specifically to this provision.

**-or-**

B. 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 RFP, with a statement such as the undersigned candidate has read all the addendums issued by the City for this RFP, 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 via email to the Project Manager. The Project Manager will respond via email that your submission was received.

**280. Format.** Please provide overview information in PDF format. Please provide detailed response answers in an attached Microsoft Excel document with the headings in the example below (280-1). Any additional reference material can be attached and referenced in the proposal response or the Microsoft Excel document.

**Example 280-1:**

Item	Requirement	Description	Does solution meet requirement?	Description details of how solution functionality meets or does not meet requirement.
1.10	Speed of implementation	Selected vendor should facilitate a proven implementation process that can be completed within a short time frame.		

**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 RFP process or did not submit a proposal that complied with the RFP. A notice of award will not constitute acceptance by the City; the City’s only method of acceptance is the City’s execution of a formal contract in accordance with law.

**310. 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.

**320. E-Verify Compliance.** The contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). The City is relying on this E-Verify Compliance section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

---- End of RFP ---



# **CITY OF DURHAM SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

## **PROCUREMENT FORMS**

**Revised 06/08**



### **Mailing Address:**

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

### **Street Address:**

**101 City Hall Plaza (Annex)  
Durham, North Carolina 27701**

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

## **Small Disadvantaged Business Enterprise Ordinance SDBE Procurement Documentation**

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

**Declaration of Performance** must be completed and submitted with your bid.

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

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

**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.

**COMPLETE THIS FORM**  
**DECLARATION OF PERFORMANCE BY VENDOR/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 vendor/contractor certifies that:

- (a) It is normal business practice of the vendor/contractor to perform all elements of the contract with its own work force 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

**COMPLETE THIS FORM**  
**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 Minority and Women Business Enterprises Ordinance.

**Managerial Employees**

<u>NAME</u>	<u>POSITION</u>	<u>(YES/NO)</u>
<u>MINORITY/WOMAN</u>		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\*"Minority" means an individual who is a citizen or lawful permanent resident of the United States and who is a "Black American", a person having origins in any of the Black racial groups of Africa. On building contracts, construction over \$100,000.00 or federally funded projects, the federal and/or state definitions apply.



**COMPLETE THIS FORM**  
**EQUAL OPPORTUNITY STATEMENT**

**COMPLETE THIS FORM OR ATTACH COMPUTERIZE FORM**

**EMPLOYEE BREAKDOWN**

**Part A – Employee Statistics for the Primary Location**

M-----a-----l-----e-----s

F-----m-----a-----l-----e

----S

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

**Part B – Employee Statistics for the Consolidated Company (See instructions for this form on whether this part is required.)**

M-----a-----l-----e-----s

F-----m-----a-----l-----e

----S

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

**Exhibit B**  
**Non-Collusive Affidavit**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Organization