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CITY OF DURHAM

Department of Public Works
Division of Transportation
101 City Hall Plaza
Durham, NC 27701

Request for Proposal
RFP MPO-2008-002
Date of Issue: **November 24, 2008**

NC 54/I-40 CORRIDOR/SUB-AREA STUDY

Project overview and description

The NC54/I-40 corridors provide principal access to major activity centers in Southwest Durham, Chapel Hill, Carrboro, UNC as well as trips beyond. This accessibility has fueled tremendous growth within and around the study area. The NC 54 and I-40 interchange has consistently ranked as the top congested location in the region, mainly due to growth, proximity of Farrington Road intersection to the I-40 interchange and capacity problems. With development pressures within the corridor coupled with mobility and capacities issues, it has become apparent that the existing and planned transportation infrastructure is insufficient to accommodate growth and address land-use and transportation problems. At present, the highway facilities are not keeping up and indeed insufficient to provide efficient mobility for work commute. The study shall analyze and articulate the problems within the corridor, evaluate mitigating measures and identify transportation and land-use strategies for alleviating and mitigating current and future transportation problems as well as development demands. Essentially, the study will determine transportation needs and identify recommendations to meet those needs. Ultimately, the study will help establish local, regional and statewide public and political support for short term strategies and long a range "Blueprint". The study tasks include; information gathering and analysis of data; evaluation of transportation alternatives and land-use scenarios; development of recommendations that address immediate and intermediate needs; public involvement; and the development of a future multi-modal vision (the Blueprint for the corridor).

Offerors Are Not Required To Return This Form.

Felix Nwoko	<i>Project Manager Name</i>
Transportation Planning Manger	<i>Project Manager Title</i>
Department of Public Works	<i>Project Manager Department</i>
Transportation Division	<i>Project Manager Division</i>
(919) 560-4366 ext. 296	<i>Project Manager Telephone Number</i>
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Section One Introduction and Instructions

1.01

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

Offerors must **submit ten (10) hard copies and fifteen (15) digital copies** (in CD format) of their proposal, in writing, to Felix Nwoko, Transportation Planning Manager, in a sealed envelope. It must be addressed as set out below.

Department: Public Works
Division: Transportation
Attention: Felix Nwoko, Transportation Planning Manager
RFP Number: MPO-2008-002
Project Name: NC 54/I-40 Corrodors/Sub-Area Study
101 City Hall Plaza
4th Floor
Durham, NC 27701

Proposals must be received no later than **4:00 p.m. EST on January 2, 2009** Oral proposals are not acceptable.

An offeror's failure to submit their proposal before the deadline will cause their proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

CONTACT PERSON: Felix Nwoko, Transportation Planning Manager
PHONE # (919) 560-4366 ext. 296
FAX # (919) 560-4561

1.02

Purpose of the Request for Proposal (RFP)

The purpose of the study is to analyze and articulate the problems within the corridor, evaluate mitigating measures and identify transportation and land-use strategies for alleviating and mitigating current and future transportation problems as well as development demands. Essentially, the study will determine transportation needs and identify recommendations to meet those needs. Ultimately, the study will help establish local, regional and statewide public and political support for short term strategies and a long range "Blueprint". The study tasks include; information gathering and analysis of data; evaluation of transportation alternatives and land-use scenarios; development of recommendations that address immediate and intermediate needs; public involvement; and the development of a future multi-modal transportation vision (the Blueprint for the corridor).

The following is a summary of work elements/issues to be addressed or work products from the study:

Multi-Modal Transportation Analysis: Evaluation of transportation and mobility problems within the study area using graphical/ tabular results and traffic simulation to

highlight existing conditions and articulate problems, issues and challenges. Quantifiable performance standards (measures) will be developed to measure how well transportation facilities are serving the travel demand both now and in the future.

Environmental Analysis: Evaluation of both natural and human environmental impacts of any proposed or recommended improvements and strategies.

Travel Demand Forecasting: A forecast of demand including, peak traffic volume and turning movements, transit ridership, bike and pedestrian demand. This forecast will be prepared using the Triangle Regional Model (TRM) but with sub-area focusing analysis.

Land-Use Strategies: The existing and future land-use and zoning will be examined for compatibility with proposed improvements. The examination shall include the interaction between land use and transit (for instance TOD). The consultant shall prepare maps of the recommended changes to existing land-use plans as well as proposed future land use.

Transportation Improvements and Investments: Recommendation of short term improvements, which may be implemented prior to the ultimate proposed improvements as well as proposed long range transportation investments for the corridor.

Functional Design: Preparation of functional designs for each alternative and recommended facilities to include context sensitive design concepts and schematic renderings and cross-sections.

Systems Linkages: An analysis on the consistency and impacts of the proposed improvements with adjacent and neighboring transportation networks, including local and collector roads.

Other Infrastructure Investments: Analysis of Park and Ride (P&R) demands for the proposed LRTP fixed guideway transit and recommended P&R investments necessary to accommodate demands within the corridor and MPO in general.

Access Management: Incorporation of access management strategies in the recommended plans and Blueprint.

Public Outreach and Input: The consultant shall prepare a public involvement plan that ensures that significant public participation is included in the development of alternatives and scenarios. As part of the alternative evaluation the consultant shall conduct public workshops or charrettes to receive public feedback on transportation alternatives and land-use scenarios. Tools shall include but not be limited to newsletters, graphics, maps, renderings, visualization and micro simulations, etc.

Cost Estimates: Preparation of cost estimates of alternatives for all the proposed improvements and strategies.

Policy Recommendations (Corridor Blueprint): Develop a transportation and land – use Blueprint for the corridor.

Implementation and Phasing Plans: Development and documentation of strategies for the implementation of recommended improvements and plans, including recommended phasing plans that focus on the priorities of both short-term and long range improvements

Documentation and Reports: Preparation of detailed documentation of all activities, tasks, analysis, deliverables and recommendations and assembling into a report. Draft and final reports shall include graphics, tables and maps as appropriate. Reports will be presented in reader-friendly format that is suitable for both the general public and future environmental documents.

1.03

Location of Work

The location(s) the work is to be performed, completed and managed is to include the Research Triangle Region, North Carolina. It is not required that firm(s) conducting the study be located in the State of North Carolina.

1.04

Assistance to Offerors with a Disability

The City of Durham complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Department of Public Works at one of the following numbers no later than **January 22, 2008** to make any necessary arrangements.

Telephone: (919) 560-4366
Fax: (919) 560-4561

1.05

Required Review

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

1.06

Questions/Clarifications Received Prior To Opening of Proposals

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

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

1.07

Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP.

1.08

Alternate Proposals

Offerors may only submit one proposal for evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

1.09

Right of Rejection

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

1.10

City of Durham Not Responsible for Preparation Costs

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

1.11

Disclosure of Proposal Contents

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

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

1.12

Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in their proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within ten working days from the date of the City's request:

- [a] complete name of the subcontractor,
- [b] complete address of the subcontractor,
- [c] type of work the subcontractor will be performing,
- [d] percentage of work the subcontractor will be providing,
- [e] evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid City of Durham business license,
- [f] a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information within the time set may cause the City to consider their proposal non-responsive and reject the proposal.

The substitution of one subcontractor for another may be made only at the discretion of the Project Director and with prior written approval from the Project Director.

1.13

Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement, which identifies the principals involved and their rights and responsibilities regarding performance and payment.

1.14

Responder's Certification

By signature on their proposal, responders certify that they comply with,

- [a] the laws of the State of North Carolina,
- [b] the applicable portion of the Federal Civil Rights Act of 1964,
- [c] the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,
- [d] the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government,
- [e] all terms and conditions set out in this RFP,

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

[g] that their offers will remain open and valid for at least 90 days.

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

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

1.15

Conflict of Interest

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

1.16

Right to Inspect Place of Business

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

1.17

Solicitation Advertising

This solicitation has been advertised in the Carolina Times Newspaper and the Durham Herald-Sun Newspaper.

1.18

News Releases

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

1.19

Assignment

The contractor may not transfer or assign any portion of the contract without prior written approval from the Director of Public Works.

1.20

Disputes

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

1.21

Severability

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

1.22

Federal Requirements

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

1.23

Equal Business Opportunity Program Ordinance

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.

It is the policy of the City to provide equal opportunities for City contracting for small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all professional services categories.

While there are no SDBE participation goals for this project, in accordance with the Ordinance, all contractors are required to provide information requested in the "SDBE Professional Services Forms" package, which has been included with this Request for Proposals in Section 8. Proposals that do not contain the appropriate, completed "Professional Services Forms" may be deemed non-responsive and ineligible for consideration. The "Declaration of Performance," "Participation Documentation," "Managerial Profile," "Equal Opportunity Statement" and the "Employee Breakdown" documents are required of all contractors. In lieu of "Employee Breakdown," contractors

may submit a copy of the current EEO-1 form (corporate basis). Other forms in the package should be used as needed.

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.

SDBE SUBCONTRACTOR PAYMENT. The Consultant’s attention is directed to the new SDBE program requirement to promptly pay and document subcontractor payments (contract section entitled Prompt Payment to Subcontractors). The Contractor shall pay the subcontractor within seven (7) days of receipt of payment. Prior to receiving the following month’s payment, the Contractor shall document prompt payment of the subcontractors. The Contractor shall at the end of the project, document the final amount paid to each Subcontractor. The forms for monthly and end of project reporting can be found in the appendix.

NCDOT Assurance

Policy - Race Neutral Contracts (No Goals)

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBE) shall have the opportunity to participate in the performance of contracts financed in whole or in part by Federal funds in order to create a level playing field.

The Contractor is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01

Authorized Signature

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

2.02

Pre-proposal Conference

A pre-proposal meeting will be held at **2:30 PM, on December 9, 2008 in the Audit Services Conference Room of City Hall, 101 City Hall Plaza, in the City of Durham, NC, 27701**. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting. Attendance to the pre-proposal meeting is not mandatory.

Offerors with a disability needing accommodation should contact the Project Manager before the date set for the pre-proposal conference so that reasonable accommodation can be made.

2.03

Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received before the deadline set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline.

2.04

Supplemental Terms and Conditions

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

- [a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail, and

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

2.05

Discussions with Offerors

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

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

2.06

Prior Experience

No specific minimums have been set for this RFP.

2.07

Evaluation of Proposals

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

2.08

Vendor Tax ID

A valid Federal Tax ID must be submitted to the issuing office with the proposal or within five (5) days of the City's request.

2.09

City of Durham Business License & Other Required Licenses

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

2.10

Contract Negotiations

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

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

2.11

Failure to Negotiate

If the selected consultant

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

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

2.12

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

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

SECTION THREE STANDARD CONTRACT INFORMATION

3.01

Contract Type

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

3.02

Contract Approval

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

3.03

Proposal as a Part of the Contract

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

3.04

Additional Terms and Conditions

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

3.05

Insurance Requirements

The contractor to whom this contract is awarded shall maintain commercial general liability insurance applicable to the work of this contract. Contractor shall also maintain workers' compensation insurance providing statutory benefits. Consultant shall also provide and maintain professional liability insurance coverage to protect the City of Durham from liability arising out of the performance of professional services. An insurer that is approved to do business in North Carolina shall write coverage. Insurer shall agree to provide notice to City not less than 30 days before any change in coverage. A certificate is required to evidence this insurance and shall be addressed to City of Durham, attention Finance Department, 101 City Hall Plaza, Durham, NC 27701.

3.06

Proposed Payment Procedures

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

3.07

Contract Payment

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

3.08

Informal Debriefing

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

3.09

Termination for Default

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

3.10

Contract Changes - Unanticipated Amendments

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

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

3.11

Contract Invalidation

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

3.12

Non-Discrimination Clause

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

3.13

EEO Provisions

During the performance of this contract the contractor agrees as follows:

- a. The contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions.
- b. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- c. The contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding.
- d. In the event of the contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the contractor ineligible for further City contracts.
- e. Unless exempted by the City Council of the City of Durham, the contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

SECTION FOUR BACKGROUND INFORMATION

4.01

Background Information

The Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO) is the regional organization responsible for transportation planning for the urban area. The DCHC urbanized area, first designated by the 1980 Census, covers all of Durham County, a portion of Orange County including the Towns of Chapel Hill, Carrboro and Hillsborough, and northeast Chatham County. DCHC is also one of the four urban areas in North Carolina designated as a Transportation Management Area (TMA) by the Transportation Equity Act for the 21st Century (TEA 21). TMA's are urban areas with a population of over 200,000 people.

The DCHC MPO is comprised of the Transportation Advisory Committee and the Technical Coordinating Committee. The Transportation Advisory Committee is a policy body, which coordinates and makes decisions on transportation planning issues. The Transportation Advisory Committee is comprised of elected and appointed officials from the City of Durham, the Town of Chapel Hill, the Town of Carrboro, the Town of Hillsborough, Durham County, Orange County, Chatham County and the North Carolina Department of Transportation. The Transportation Advisory Committee also has advisory (non-voting) members from the Triangle Transit Authority, the Federal Highway Administration and the Research Triangle Foundation of North Carolina.

The Technical Coordinating Committee is composed of staff members from of the units of local governments, Triangle Transit Authority, Research Triangle Park, Triangle J Council of Governments, Raleigh-Durham Airport Authority, North Carolina Central University, University of North Carolina, Duke University, and Carolina Trailways. The Technical Coordinating Committee provides technical recommendations to the Transportation Advisory Committee.

SECTION FIVE SCOPE OF WORK

5.01

Scope of Work & Services

The NC54/I-40 corridors provide principal access to major activity centers in Southwest Durham, Chapel Hill, Carrboro, UNC as well as trips beyond. This accessibility has fueled tremendous growth within and around the study area. The NC 54 and I-40 interchange has consistently ranked as the top congested location in the region, mainly due to growth, proximity of Farrington Road intersection to the I-40 interchange and capacity problems. With development pressures within the corridor coupled with mobility and capacities issues, it has become apparent that the existing and planned transportation infrastructure is insufficient to accommodate growth and address land-use and transportation problems. At present, the highway facilities are not keeping up and indeed insufficient to provide efficient mobility for work commute. The study shall analyze and articulate the problems within the corridor (NS 54/I-40 issues), evaluate mitigating measures and identify transportation and land-use strategies for alleviating and mitigating current and future transportation problems as well as development demands. Essentially, the study will determine transportation needs and identify recommendations to meet those needs. Ultimately, the study will help establish local, regional and statewide public and political support for short term strategies and a long range "Blueprint". The study tasks include; information gathering and analysis of data; evaluation of transportation alternatives and land-use scenarios; development of recommendations that address immediate and intermediate needs; public involvement; and the development of a future multi-modal transportation vision (the Blueprint for the corridor).

The following is a summary of work elements/issues to be addressed or work products from the study:

Multi-Modal Transportation Analysis: Evaluation of transportation and mobility problems within the study area using graphical/ tabular results and traffic simulation to highlight existing conditions and articulate problems, issues and challenges. Quantifiable performance standards (measures) will be developed to measure how well transportation facilities are serving the travel demand both now and in the future.

Environmental Analysis: Evaluation of both natural and human environmental impacts of any proposed or recommended improvements and strategies.

Travel Demand Forecasting: A forecast of demand including, peak traffic volume and turning movements, transit ridership, bike and pedestrian demand. This forecast will be prepared using the Triangle Regional Model (TRM) but with sub-area focusing analysis.

Land-Use Strategies: The existing and future land-use and zoning will be examined for compatibility with proposed improvements. The examination shall include the interaction between land use and transit (for instance TOD). The consultant shall prepare maps of the recommended changes to existing land-use plans as well as proposed future land use.

Transportation Improvements and Investments: Recommendation of short term improvements, which may be implemented prior to the ultimate proposed improvements as well as proposed long range transportation investments for the corridor.

Functional Design: Preparation of functional designs for each alternative and recommended facilities to include context sensitive design concepts and schematic renderings and cross-sections.

Systems Linkages: An analysis on the consistency and impacts of the proposed improvements with adjacent and neighboring transportation networks, including local and collector roads.

Other Infrastructure Investments: Analysis of Park and Ride (P&R) demands for the proposed LRTP fixed guideway transit and recommended P&R investments necessary to accommodate demands within the corridor and MPO in general.

Access Management: Incorporation of access management strategies in the recommended plans and Blueprint.

Public Outreach and Input: The consultant shall prepare a public involvement plan that ensures that significant public participation is included in the development of alternatives and scenarios. As part of the alternative evaluation the consultant shall conduct public workshops or charrettes to receive public feedback on transportation alternatives and land-use scenarios. Tools shall include but not be limited to newsletters, graphics, maps, renderings, visualization and micro simulations, etc.

Cost Estimates: Preparation of cost estimates of alternatives for all the proposed improvements and strategies.

Policy Recommendations (Corridor Blueprint): Develop a transportation and land – use Blueprint for the corridor.

Implementation and Phasing Plans: Development and documentation of strategies for the implementation of recommended improvements and plans, including recommended phasing plans that focus both the priorities of both short-term and long range improvements

Documentation and Reports: Preparation of detailed documentation of all activities, tasks, analysis, deliverables and recommendations and assembling into a report. Draft and final reports shall include graphics, tables and maps as appropriate. Reports will be presented in reader-friendly format that is suitable for both the general public and future environmental documents.

Steering Committee

The Steering Committee shall be comprised of the following staff members:

- Mark Ahrendsen, City of Durham, Transportation & DCHC MPO
- Wesley Parham, City of Durham, Transportation,
- Bill Judge, City of Durham, Transportation,

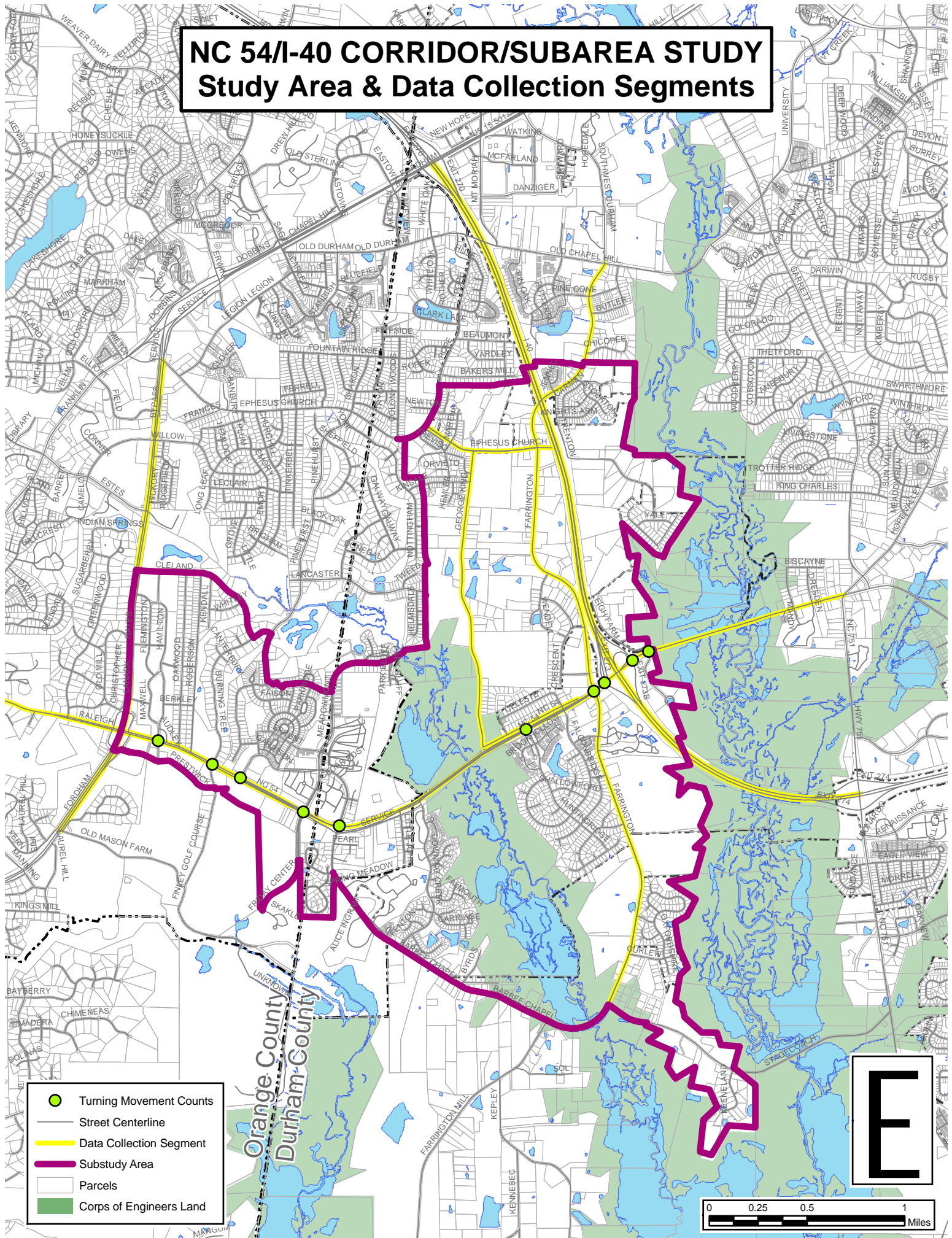
- Phil Loziuk, Durham City Traffic Engineer
- Felix Nwoko, DCHC MPO
- Keith Luck, Durham City-County Planning
- Aaron Cain, Durham City-County Planning
- Ed Venable, City of Durham, Engineering
- David Bonk, Town of Chapel Hill Planning
- Brian Litchfield, Chapel Hill Transit
- Kumar Neppalli, Town of Chapel Hill Traffic Engineer
- Jim Dunlop, NCDOT Congestion Management
- Jamal Alavi, NCDOT Transportation Planning Branch
- Ray Magyar, UNC
- Environmental?

Study Area

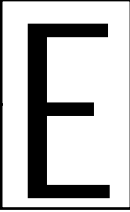
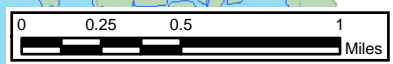
The study area boundaries are illustrated in the attached maps and are generally encompass NC 54 from US 15-501 in Chapel Hill to just north of I-40 and I-40 from east of Farrington Road bridge to west of NC 54 interchange.

NC 54/I-40 CORRIDOR/SUBAREA STUDY

Study Area & Data Collection Segments

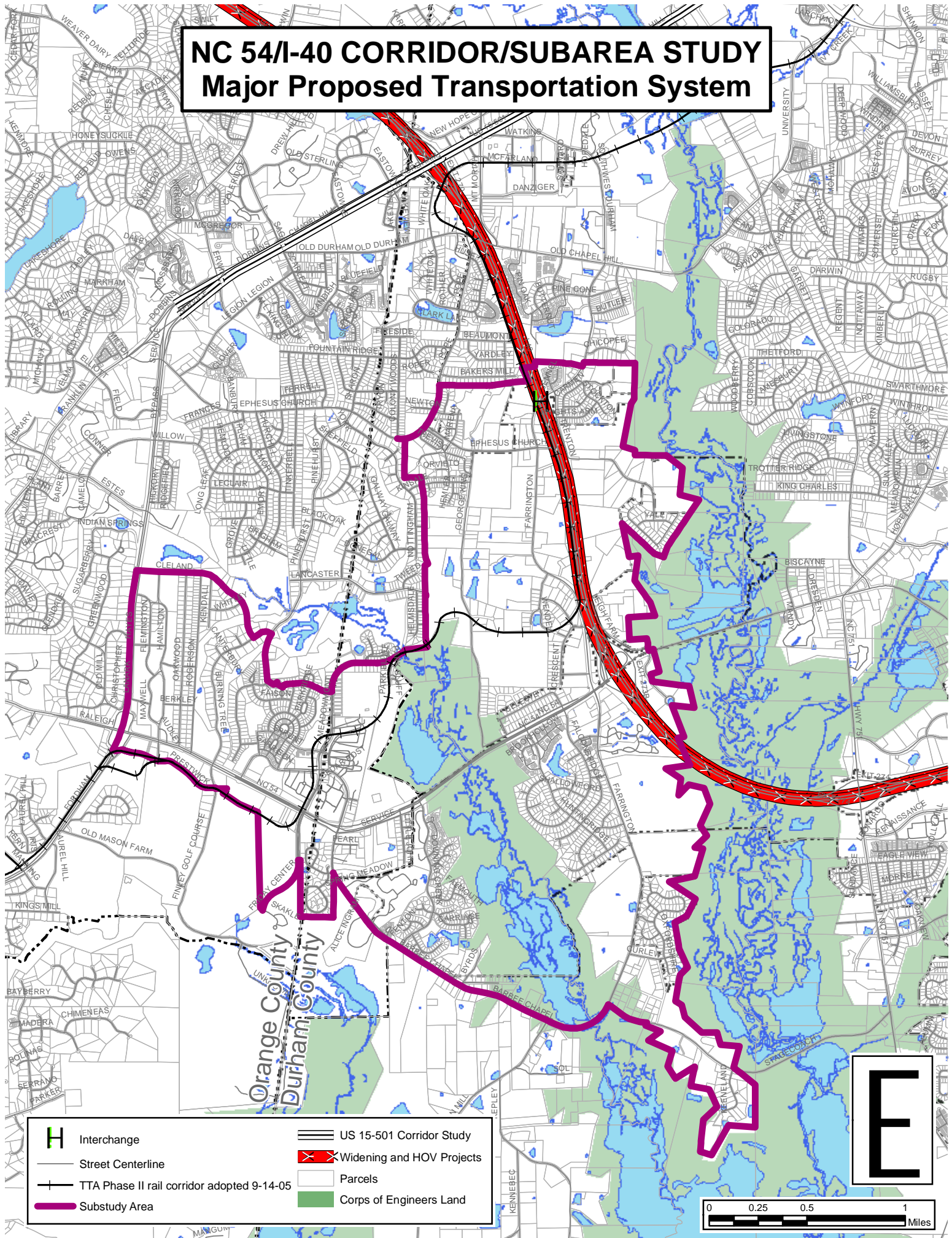


- Turning Movement Counts
- Street Centerline
- Data Collection Segment
- Substudy Area
- Parcels
- Corps of Engineers Land

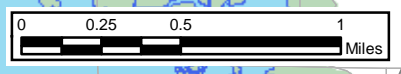


NC 54/I-40 CORRIDOR/SUBAREA STUDY

Major Proposed Transportation System



- | | | | |
|--|--|--|---------------------------|
| | Interchange | | US 15-501 Corridor Study |
| | Street Centerline | | Widening and HOV Projects |
| | TTA Phase II rail corridor adopted 9-14-05 | | Parcels |
| | Substudy Area | | Corps of Engineers Land |



Orange County
Durham County

Task 1. – Analysis of Existing Conditions and Trends

The consultant shall conduct a detailed and thorough inventory and analysis of existing transportation, environmental and land-use conditions. This task will be used to assess and articulate issues and problems within the study area. Primary tasks include collecting attributes of existing facilities, obtaining the travel demand model and travel survey data, collection of traffic count data, assessment of existing and future land use, identification of environmental constraints, and traffic analysis at the intersection and corridor analysis (LOS, V/C Ratio). The outcome of this phase will be a documented baseline of preliminary existing conditions and a articulation of issues (transportation, land-use, financial, environmental, etc) in the study area. This task will include the following data inventory and information gathering:

1. Collecting or assembling 24-hour tube counts on designated locations along NC 54, I-40 and other designated location within the study area . (City, Town and NCDOT to provide 24-hour counts where available).
2. Collecting or assembling Turning Movement Counts (TMC) for AM, PM and Noon peak hours at signalized intersections and designated major driveways within the study area (City and NCDOT to provide TMC where available).
3. Assembling of signal timing plans (City and Town signal timing plans).
4. Obtaining or assembling historic traffic counts from 1998-2009 and analyze traffic growth and trends for 10 years.
5. Assembling crash data and crash history from 1998-2009 long major facilities in the study area, including identification of crash patterns and trends as well as any existing or potential safety deficiencies.
6. Documenting any existing or proposed multi-modal transportation facilities within the study area (i.e. transit services, fixed guideway, HOV/HOT, bicycle and pedestrian, greenways, etc)
7. Detailing and mapping existing right of way (ROW), including any dedication/reservations.
8. Documenting any studies or reports that pertain to this project and applying any relevant recommendations/findings as necessary to this study (LRTP, Thoroughfare Plan, NC 54 Land use study, Land-use small area plans, HOV study, US 15-1501 Corridor Study, Duke-UNC Fixed Guideway Study, any private development traffic impact studies, Leigh Village access studies, SW Durham Collector Street Plan, Farrington/Stagecoach Corridor Study, etc.)
9. Documenting and mapping existing and proposed land-use and development plans including roadway improvements within the study area.
10. Collecting and assembling environmental data by screening GIS information with verification where necessary. Environmental data to include: sensitive land uses, jurisdictional wetlands, NWI wetlands, floodplains, protected areas, Army Corps of Engineers required permitting areas, water quality, historic resources, threatened and endangered species, hazardous material sites, etc.
11. Collect and/or assemble transit, bicycle and pedestrian counts.
12. Land-use plans for Durham & Chapel Hill

The consultant, in concert with the Technical Team, shall quantify corridor performance standards to measure how well the transportation facilities are serving the travel demands of the corridor, both in the short term, intermediate term and in the future (2035 horizon year). Using the data analysis and information above, problems articulated and goals identified, the consultant shall evaluate/update the following:

- Current land uses including approved/pending development
- Socio-economic data and forecasts within the study area
- Major activity centers served by the corridor
- Existing traffic, including commuting patterns and needs
- Traffic growth, including determining performance levels for travel demand (by mode)
- Role of transit, fixed guideway and buses within the study area
- Critical safety issues and congestion “hot spots”
- Role of bicycle/pedestrian and other transportation modes within the study area
- Impact of past studies (HOV/HOT, fixed guideway, Farrington/Stagecoach Corridor Study, Southwest Durham Collector Street Plan, NC54/RDU transit study, etc.)
- Current and proposed infrastructure improvements
- Freight movement needs by truck
- Existing and proposed corridor access characteristics

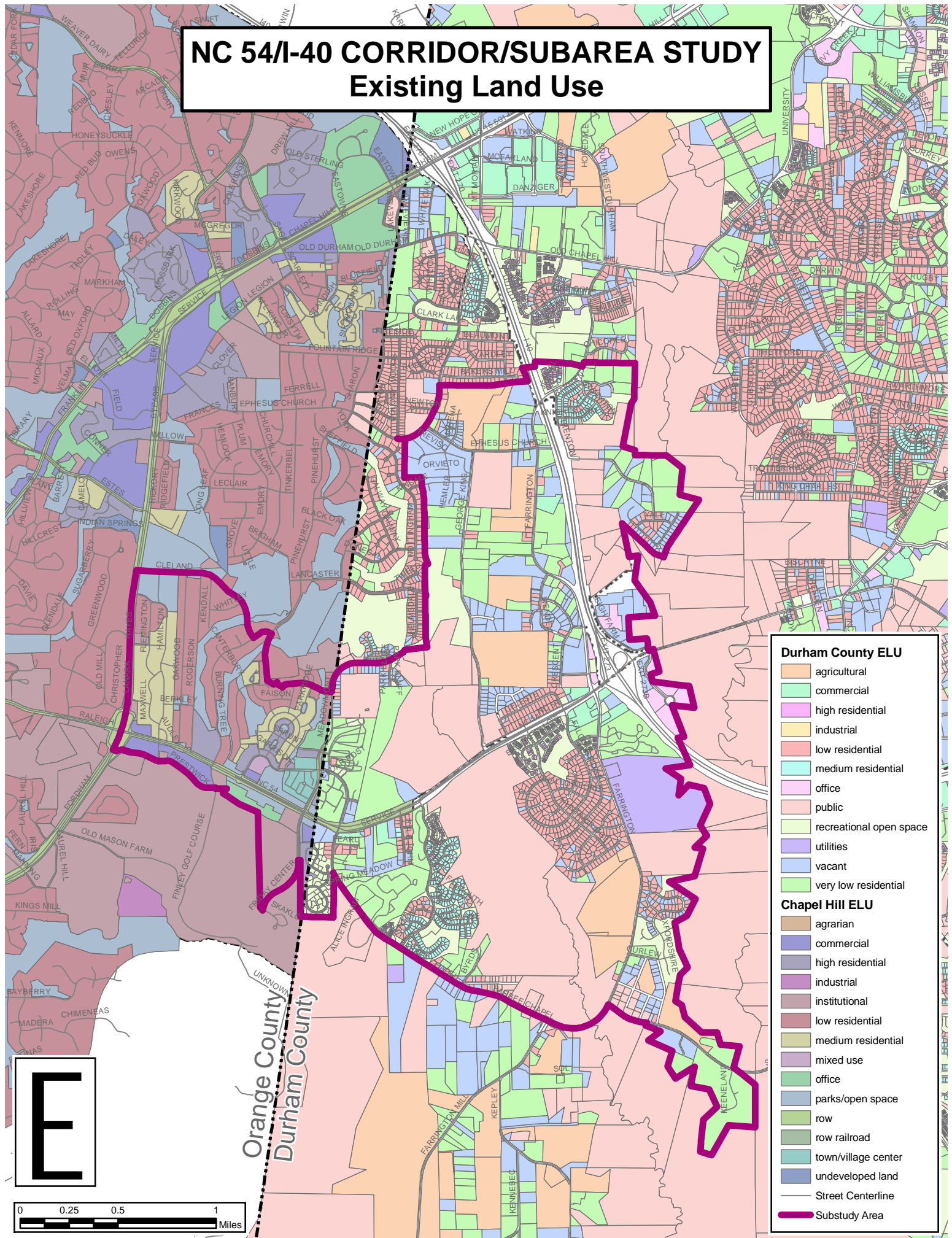
Deliverables: Consultant shall perform analyses of transportation, land-use and environmental existing conditions and trends. Analyses and findings shall be documented in an existing conditions and Trends Technical Memorandum 1. This memorandum shall include, at the minimum, the following sections:

- Summary of data collection, including maps, graphs and charts showing existing conditions (2008) and historic trends (1998-2008).
- Results of operational performance of facilities within the study, including but not limited to level of services (LOS) and volume-to-capacity ratio for major segments and intersections within the study area.
- Documentation of existing land-use, including proposed (or developments in pipeline), approved developments plans, building permits and Certificate of Occupancies.
- Visualization of land-use and development patterns using a visualization tool deemed appropriate by the consultants and endorsed by the Team (Community Viz, Places, INDEX, etc.)
- Documentation of the results of environmental issues and constraints, including preparation of GIS maps and overlays of “Green Prints”.
- Description of the context of the corridor, for instance, how well the corridor serves the public, how do different modes serve the corridor
- How the land use fits/supports the current and proposed transportation infrastructure and how well the existing and proposed land-use patterns support economic, environment and historic considerations.

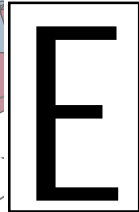
The consultant shall prepare a PowerPoint presentation suitable for diverse audience (the public, technical staff and policy makers)

NC 54/I-40 CORRIDOR/SUBAREA STUDY

Existing Land Use

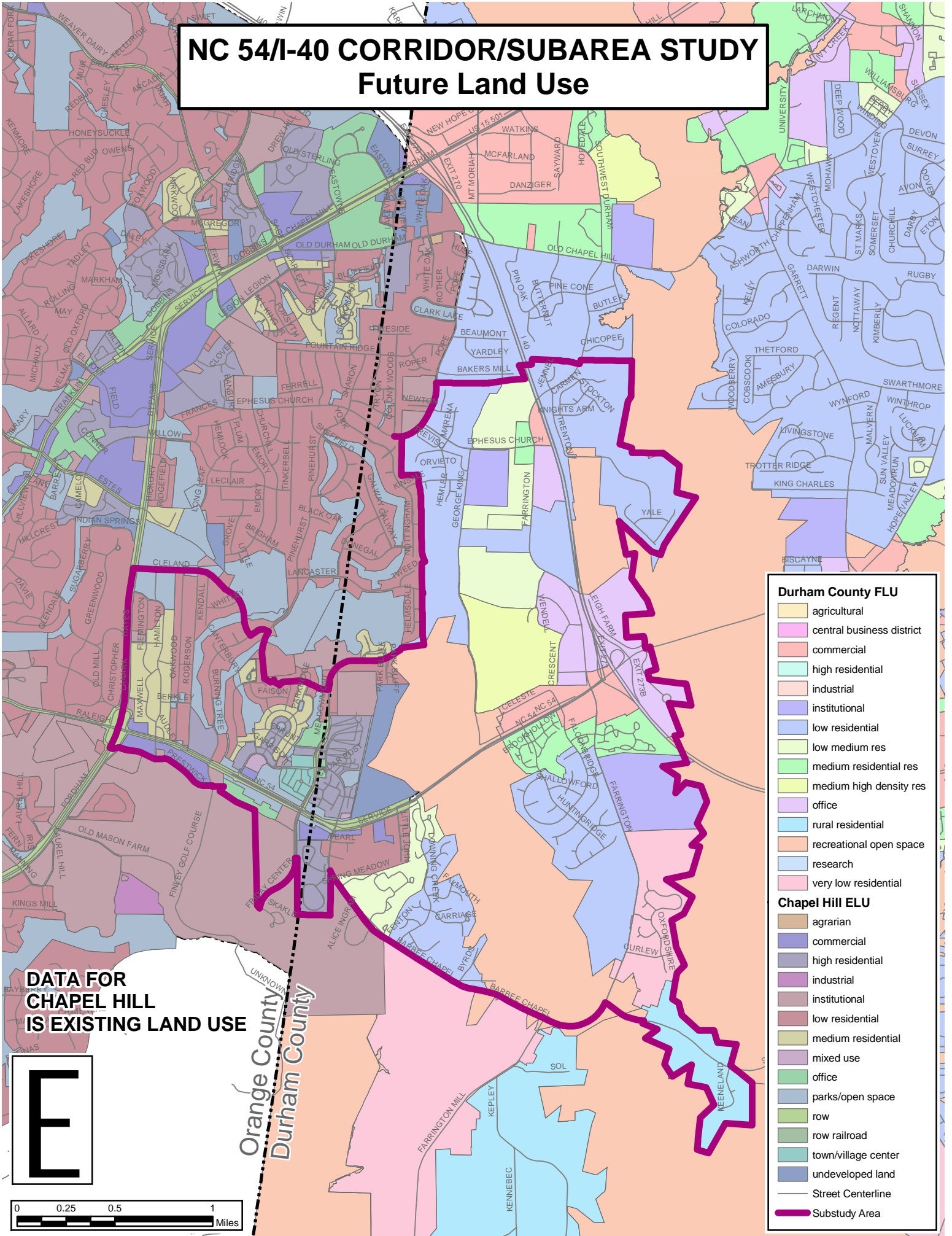


- Durham County ELU**
- agricultural
 - commercial
 - high residential
 - industrial
 - low residential
 - medium residential
 - office
 - public
 - recreational open space
 - utilities
 - vacant
 - very low residential
- Chapel Hill ELU**
- agrarian
 - commercial
 - high residential
 - industrial
 - institutional
 - low residential
 - medium residential
 - mixed use
 - office
 - parks/open space
 - row
 - row railroad
 - town/village center
 - undeveloped land
 - Street Centerline
 - Substudy Area



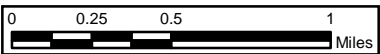
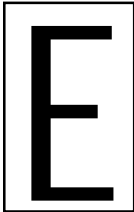
NC 54/I-40 CORRIDOR/SUBAREA STUDY

Future Land Use



Durham County FLU	
	agricultural
	central business district
	commercial
	high residential
	industrial
	institutional
	low residential
	low medium res
	medium residential res
	medium high density res
	office
	rural residential
	recreational open space
	research
	very low residential
Chapel Hill ELU	
	agrarian
	commercial
	high residential
	industrial
	institutional
	low residential
	medium residential
	mixed use
	office
	row
	row railroad
	town/village center
	undeveloped land
	Street Centerline
	Substudy Area

DATA FOR CHAPEL HILL IS EXISTING LAND USE



Orange County
Durham County

Task 2. – Development and Evaluation of Alternatives and Scenarios

The consultant shall develop and evaluate up to three feasible transportation strategies and three land-use scenarios to address the short term and long range issues, problems and needs. The consultant shall conduct public workshop(s) as part of alternative or scenario generation. This task entails sub-area travel demand projection/forecasting using sub area focusing of existing and future land use generated in Task 1. Travel demand forecasts will be developed for the base year, 2015 and 2035. Using results from the travel demand forecasts, the consultant shall analyze future conditions, including but not limited to VOC ratio, LOS, transit ridership, bicycle and pedestrian demand.

The three transportation alternatives will be evaluated along with a “no-build” alternative and the evaluation should include a fatal flaw analysis. The following broad criteria will be used to evaluate the nine combinations of transportation alternatives and land-use scenarios as well as to select the preferred option.

- Mobility
- Cost (financial feasibility)
- Environmental and community impacts (including air quality/sustainability impacts)
- Constructability (technical feasibility)
- Safety improvements and future operations
- Compatibility with other projects (approved) within the study area

The consultant shall prepare conceptual future designs for each of the alternatives. This shall include schematic renderings and typical cross-sections for each of the design alternatives. All design standards must be in accordance with the MPO LRTP, NCDOT and FHWA policies and regulations.

The consultant shall prepare cost estimates for the future improvement design alternatives. These cost estimates should include:

- 1) Engineering
- 2) Permitting
- 3) Mitigation
- 4) Right of Way Acquisition
- 5) Construction
- 6) Contingency
- 7) Capital and operating costs for transit, pedestrian-bicycle facilities

Deliverables: Evaluation of alternatives/scenarios and associated analyses will be documented in an Alternative Evaluation Technical Memorandum 2 and presented to the Steering Committee and public workshop for review and comments. After comments have been successfully addressed, the consultant will prepare a final Memorandum 2 which will include the selected preferred option.

Fixed guideway corridor needs to be considered for implementation as rail, complete connection to Duke and as BRT with full or partial implementation between Chapel Hill and Durham depending on the phasing of regional rail investment.

The consultant shall prepare a PowerPoint presentation suitable for diverse audience (the public, technical staff and policy makers)

Task 3. –Development of Short and Long Range Integrated Multi-modal Transportation and Land-use Strategies

The consultant shall develop recommendations for short-term and long range integrated land-use and multi-modal transportation strategies, including recommendation of transportation improvements and land use policy recommendations. Also, the consultant shall develop strategies for implementation of transportation improvements and land-use strategies, including implementation steps, institutional, financial, regulatory/legal, and political steps leading toward decision making and taking action.

Deliverables:

Land-Use

- Recommended land-use pattern, plans and controls
- Development and redevelopment plans, including recommended TOD and mixed-use developments and design
- Implementation strategy and phasing
- Design guidelines

Transportation

- Short term and long range improvements and strategies, developing solutions for critical hot spots and congestion management
- Access management plan and recommendations
- Infrastructure improvements, including Park-and-Ride facilities
- Recommended improvements for transit (fixed guideway, BRT, buses).
- Recommended improvements to accommodate freight movement
- Bike/pedestrian accommodation

Task 4. –Public Involvement

The consultant shall ensure that significant public involvement is included in the development of alternatives, the future improvement and strategies. The consultant shall conduct at least three public workshops or forums to solicit input, comments and feedback as well as disseminate study results, findings and proposed recommendations. As required by SAFETEA-LU, the consultant shall propose appropriate transportation and land-use visualization techniques (such as but not limited to Community Viz, INDEX, Places, VISSUM, FRESIM, GOOGLE MAP, SYNCHRP 3D, etc) to aid with the dissemination of information to the public and policy makers.

The consultant shall prepare materials to help explain plan concepts, alternatives, development scenarios, etc. to the public and elected officials.

Deliverables:

- Public Involvement and outreach plan
- Proposed strategy for visualization and simulation techniques
- Public display maps, posters and graphic
- PowerPoint Presentation slides
- Summary of comments and responses

Task 5. –Preparation of Draft and Final Reports

The consultant shall prepare a Draft and Final Report to be submitted to the City of Durham, the lead Planning Agency for the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO). It is anticipated that the Final Report will be considered for adoption by the DCHC MPO, the City of Durham, Durham County and the Town of Chapel Hill.

The consultant shall complete a draft final report within seven months of signing the contract. The steering committee, the Transportation Advisory Committee (TAC) and the policy boards of Chapel Hill and Durham shall have one month to review and comment on the draft report. The consultant shall make any necessary modifications and print the final report within one month following this review period.

Deliverables:

- a. A report which incorporates all the deliverables and documentation for each task, including maps, graphics, functional designs, renderings, a three-dimensional visualization, visually realistic traffic modeling, etc. The report will essentially be the blueprint for the corridor/study. A blueprint for the corridor/study area that will encompass a multi-modal long range vision plan that builds upon short term action plans and recommendations
- b. The vision must harmonize multi-modal transportation improvements (including capacity improvements, access management and safety) with land-use plans
- c. The Blueprint must address existing congestion, future mobility and accommodate future travel demand by including need highway improvements, ITS/CMS improvements, other infrastructure improvements (park-and-ride), access management strategies, public transit, bicycle and pedestrian strategies.
- d. Recommended improvements should be responsive to local, regional and statewide problems and goals. Also, the Blueprint must recognize environmental concerns and the need for context-sensitive designs.
- e. Recommended land use plan and strategies, including but not limited to recommended development and redevelopment patterns, implementation strategies and land-use/design guidelines.
- f. Recommended solutions to the interrelated transportation and land use issues within the study area.
- g. Executive Summary (< 10 pages including maps)

Tentative Schedule

All dates are tentative except for the draft scope of comments submittal deadline.

- RFP Advertised – November 24, 2008
- Pre-proposal meeting – December 9
- Proposal due date – Friday, January 2, 2009
- Short listing of Consultants – January 5-11, 2009
- Interviews for shortlisted firms – January 8-11, 2009.
- Selection of consultant and notification – January 11- 14, 2009
- Contract negotiation – January 14 –January 28
- Council contract approval – February/March 2009
- Notice to proceed – February/March 2009
- Consultant completes study – October 2009

Studies, Plans Documents & Development Proposals Pertaining or Related to the Study Area

- a. 2035 DCHC MPO LRTP.
- b. Thoroughfare Plan.
- c. Fixed Guideway Study: Duke to UNC
- d. NC 54 to Airport Fixed guideway study
- e. I-40 HOV study
- f. NC 54 corridor study
- g. NC54/I-40 Future Land use plan
- h. US 15-501 Corridor Study
- i. NC 54 Traffic Study (private) by MAB
- j. Leigh Village Development and traffic study
- k. Farrington /Stagecoach Road Corridor Study
- l. Southwest Durham/Chapel Hill Collector Street Plan
- m Woodmont Development and Traffic Impact Study
- n. Gateway Bank Development and Traffic Impact Study
- m. 54 East Development and Traffic Impact Study.

1. Qualifications

Narrative on the firm's direct and relevant experience doing similar work. Indicate years of experience in doing various elements of the work tasks related to this project as well as lists and description of similar projects undertaken (similar type of services required in this RFP). Interested firms must meet the following qualifications and possess the expertise enumerated below:

- Multi-modal transportation planning (highway, transit, fixed guideway, freight, bike and pedestrian).
- Land-use planning and analysis.
- Land use development planning and urban design
- TOD analysis
- Land use scenario analysis and planning
- Transportation alternative evaluation.
- Traffic analysis
- Data analysis
- Land use Visualization
- Traffic simulation
- Sub-area model analysis
- Function designs, including context sensitive designs
- Access management
- Park and Ride planning
- Project implementation and
- GIS / mapping
- Environmental analysis
- Public outreach and participation strategies.
- Cost estimation
- etc

Also, responses should include the recommended approach and schedule for accomplishing the tasks identified in the Scope of Work and include the following items:

- 1) *The firm's recent and past experience with similar kinds of projects including relevant project costs and reference contact with address and telephone number experience directly related to the scope of work.*
- 2) *Identification of personnel who would actually work on the NC 54/I-40 Corridor/Sub-Area Study, indicating their education and direct and relevant experience.*
- 3) *Current workload and availability of such personnel in all required fields of expertise.*
- 4) *Workforce Statistics, including percent of minority and women staff members and compliance with Disadvantaged Business Enterprise (DBE).*

2. Documents Available for Review

- a. DCHC MPO 2030 LRTP.
- b. DCHC 2035 Draft LRTP
- c. Farrington/Stagecoach Road Corridor Study

- b. Southwest Durham Collector Street Plan.
- c. Durham and Chapel bicycle and pedestrian plans
- d. Chapel Hill Transit Master Plan
- e. I-40 HOV and managed land study
- f. US 15-501 –Durham to Chapel Hill Phase2 fixed guideway study.

3. Proposal Format

The proposal shall not exceed 50 double-sided pages excluding cover sheet, table of contents, and index sheets. Resumes included with the proposal shall not exceed three single-sided pages per person listed in the organization chart. Concise, responsive proposals include the following sections. Proposals shall be in 8 1/2" x 11" format.

3.1 Transmittal letter - not to exceed two pages, identifying name, address and telephone number of the principal person representing the firm, signed by a person authorized to execute an agreement with the City and listing all of the attachments to the proposal.

3.2 Understanding of the Scope of Work – Provide a detailed discussion of the services to be rendered. Include a discussion of deliverables and expected time of delivery of each phase. Consultants are encouraged to explain in detail, their understanding of the scope of work and to identify any supplemental tasks deemed necessary to enhance the project or reduce the costs. The proposed Scope of Work should include a detailed work plan with tasks and an accompanying schedule. The Scope of Work may include suggestions for augmenting, streamlining, or clarifying the work effort. Firms are encouraged to be creative in preparing proposals that demonstrate the most effective means of accomplishing the objectives of the project.

3.3 Project Team – Include an organization chart for personnel to be used for the project showing the proposed principal-in-charge, project manger, and key staff. Provide a narrative description of the qualifications and experience of each key person along with their proposed responsibilities. A resume may be included for each person shown on the organization chart. If subconsultants or joint consultants are proposed, include a description of any relevant association with the proposed subconsultants, not to exceed one page each. Provide examples of past projects on which the lead firm has worked with each subconsultant. List the names, addresses, and telephone numbers of any proposed subconsultants or joint consultants. Provide a description of the team's project management approach, including philosophy and approach to ensure effective communication with personnel from various agencies and entities that will be involved in the project. **The Consultant will notify the Project Manager, in writing, prior to any personnel changes from those specified in the Consultant's original approved proposal. Any personnel substitutions are subject to review and approval of the Project Manager.**

3.4 Project Schedule – Provide a detailed schedule for the completion of the services required for the project. Provide a timeline chart outlining the days required to complete each task as outlined in the proposal for this project. Show critical path elements of the project and discuss any constraints in meeting the desired deadlines.

3.5 Statement of Qualifications – Provide a description of the firm and its expertise, including identification of the firm's primary services, office locations, ability and capacity to do the work, and professional and support staff members. Include a brief history of the firm as well as descriptions of similar projects completed within past five years. Describe familiarity with the transportation/land use integration, transit oriented development, design (highway and fixed guideway), travel demand modeling and land use planning. Identify staff, including subconsultants and their responsibilities for example projects if they are proposed for assignment to this project. Provide references including names, addresses, and telephone numbers.

3.6 Contract Requirements – All proposals must contain a statement that the prospective consultant has reviewed the language and provisions contained within the Sample Contract attached hereto (Section 8.03).

3.7 Insurance Requirements – All proposals must contain a statement that liability limits shown in sample professional services contract will be met.

4. Fee Proposal

A fee proposal shall be included in the proposal under separate sealed cover. The fee proposal will be used as basis of negotiation for the Professional Services Contract with the highest ranking firm. If agreement is not reached with that firm, the next highest ranked firm may, at the discretion of the City (based on the recommendation of the Selection Committee), be given an opportunity to negotiate an agreement. The fee proposal shall include a current hourly rate schedule for the firm and any subconsultants to be used during the contract as well as the unit rates to be charged for all miscellaneous project-related services such as reproduction, delivery, etc. Rate schedules must include rates that will be effective through the entire term of the contract, which is anticipated to end in fall of 2009. Unloaded labor rates shall be shown with overhead and fee markups listed separately. In addition to the current hourly rate schedule, the fee proposal shall include a project estimate describing all costs and employee/subconsultant hours required to complete all tasks outlined under the Scope of Work.

5. Proposal Submittal and Inquiries

Ten (10) hard copies and fifteen (15) electronic or digital copies in CD format of the consultant's proposal shall be submitted by 4:00 pm on Friday, January 2, 2009. Postmarks will not be accepted. All proposals shall be delivered to:

Felix Nwoko
Transportation Division/DCHC MPO
City of Durham
101 City hall Plaza
Durham, NC 27701

The proposals shall be sealed and clearly marked with the consultant's name and the description "Proposals for the NC 54/I-40 Corridor/Sub-Area Study on the outside of the envelope. The proposal shall be signed by an official authorized to bind the firm, and shall contain a statement to the effect that the proposal is valid for one hundred twenty (120) days. Proposals received incomplete or late, for any reason, will not be accepted. All proposals shall become the property of the City of Durham, Town of Chapel Hill and

the DCHC MPO Partners. Any questions or requests for additional information relating to proposals or the selection process must be made in writing to Felix Nwoko via facsimile at (919) 560-4561 or e-mail at felix.nwoko@durhamnc.gov. before 4:00 p.m. on January 2, 2009. A non mandatory pre-proposal conference shall be held on Tuesday, December 9, 2008 in Durham City Hall (Audit Service Conference Room -1st floor) at 2:30 pm

6. Conflict of Interest

Prospective consultants warrant and covenant that no official or employee of the City of Durham, Town of Chapel Hill NCDOT or DCHC MPO partners or any business entity with an official of the aforementioned agencies has an interest, has been employed or retained to solicit or aid in procuring of any resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the City. Each prospective consultant's proposal shall contain a statement to the effect that the consultant is not currently committed to another project that would constitute a conflicting interest with the projects defined in the RFP.

Any consultant representing a developer or landowner within the study area, or who has done work for a developer or landowner with interest in the study area within the past 12 months shall be deemed a conflict of interest. Each prospective consultant's proposal shall contain an affidavit to the effect that the consultant has not engaged or is not currently engaged with a developer or landowner with interest within the study area or is not committed to a project in the study that would constitute a conflicting interest with the proposed NC54/I40 Corridor/Sub-area study.

7. Modification or withdrawal of proposal

Any proposal received prior to the date and time specified above for receipt of proposals may be withdrawn or modified by written request of the prospective consultant. To be considered, the modification must be received in writing, and in the same number of copies as the original proposal, prior to the date and time specified above for receipt of proposals.

8. Rejection of Proposals

Prospective consultants interested in being considered must submit proposals in compliance with this RFP. Failure to meet the minimum requirements of this RFP shall be cause for rejection of the proposal. The Selection Committee may reject any proposal if it is conditional, incomplete, contains irregularities, or is deemed to be substandard.

9. Selection Process

Based upon the information provided by each consulting firm, the City will develop a ranked list of consultants. The proposals will be evaluated by the Selection Committee based upon criteria which may include the following:

- Quality of Response
- Relevant and direct experience with similar projects
- Familiarity with corridor studies and development, designs, land-use integration, TOD, ITS, visualization and micro simulation, travel demand models, functional designs, etc
- Record of performance
- Knowledge of regional transportation issues

- Relevant and direct experience of key team members
- Thoroughness, clarity, relevance and quality of the material presented
- Demonstrated ability to rapidly respond to changing conditions
- Responsiveness to the City of Durham’s Small and Disadvantaged Business Enterprise (SDBE) program and Good-Faith effort
- History of meeting schedules and budgets

9.1 Responsiveness of Proposals

All proposals shall be in writing and fully responsive to this RFP. Non-responsive proposals, or proposals found to be irregular or not in conformance with the requirements and instructions contained herein, will not be considered or evaluated. Other conditions that may lead to the selection committee’s decision not to evaluate a proposal include lack of experience, expertise or adequate resources to perform the required work, and/or failure to perform or meet obligations on previous contracts.

9.2. Final selection

Selection of a consultant is typically based upon ranking of proposals. However, the Selection Committee reserves the right to request oral interviews with candidate firms prior to final selection. Once the City selects the top ranked firm, the City will negotiate the cost for services. In the event no agreement is reached on cost, the City may select the next highest ranked firm to negotiate a cost for services. This process may continue with successive candidate firms at the discretion of the City as recommended by the Selection Committee.

10. Contract Award

Response and selection for the project will not necessarily result in a contract with the City. Proposal opening and evaluation or analysis does not constitute awarding of a contract. Award of the contract will be made by the project manager. The contract is not in force until it is awarded and fully executed by the City of Durham.

11. Project Timeless

Please consider the following information in preparing your proposal. All dates are tentative except for the proposal submittal deadline.

Item	Date
Proposal Due Date	January 2, 2009
Selection of Consultant	Jan 8 – Jan 14, 2009
Consultant Contract Documentation	Jan/Feb 2009
City Awards Consultant Contract/NTP	Feb/Mar 2009
Consultant Completes Project	fall 2009

5.02

Deliverables

The contractor will be required to provide the following deliverables:

[a] Compile all stages of documentation of technical reports into a final comprehensive final report - 10 hard copies and 15 digital copies on CD in both Microsoft Word and PDF formats.

[b] Technical Memoranda documenting the following ;

- Summary of data collection, including maps, graphs and charts showing existing conditions (2008) and historic trends (1998-2008).
- Results of operational performance of facilities within the study, including but not limited to level of services (LOS) and volume-to-capacity ratio for major segments and intersections within the study area.
- Documentation of existing land-use, include proposed, pipeline, approved developments plans, building permits and Certificate of Occupancies.
- Visualization of land-use and development patterns using a visualization tool deemed appropriate by the consultants and endorsed by the Team (Community Viz, Places, INDEX, etc)
- Documentation of the results of environmental issues and constraints, including preparation of GIS maps and overlays of "Green Prints".
- Description of the context of the corridor, for instance, how well the corridor serves the public, how do different modes serve the corridor
- How does land use fit/support transportation and how well land-use support economic, environment and historic factors.
- Evaluation of alternatives/scenarios and associated analyses will be documented on in an Alternative Evaluation Technical Memorandum 2 and presented to the Steering Committee and public Workshop for review and comments. After comments have been successfully addressed, the consultant will prepare a final Memorandum 2 which will include the selected preferred option
- Recommended land-use pattern, plans and controls
- Development and redevelopment plans, including recommended TOD and mixed-use developments and design
- Implementation strategy and phasing
- Design guidelines
- Short term and long range improvements and strategies, developing solutions for critical hot spots and congestion management
- Access management plan and recommendations
- Infrastructure improvements, including Park-n-Ride facilities
- Recommended improvements for transit (fixed guideway, BRT, buses).
- Recommended improvements to accommodate freight movement
- Bike/pedestrian accommodation
- Public Involvement and outreach plan
- Proposed strategy for visualization and simulation techniques
- Public display maps, posters and graphic
- PowerPoint Presentation slides

- Summary of comments and responses
- A report which incorporates all the deliverables and documentation for each task, including maps, graphics, functional designs, renderings, a virtual three-dimensional visualization, visually realistic traffic modeling, etc. The report will essentially be the blueprint for the corridor/study. A blueprint for the corridor/study area that will encompass a multi-modal long range vision plan that builds upon short term action plans and recommendations
- The vision must harmonize multi-modal transportation improvements, (including capacity improvements, access management and safety) with land-use plans
- The Blueprint must address existing congestion, future mobility and accommodate future travel demand by including need highway improvements, ITS/CMS improvements, other infrastructure improvements (park-n-ride), access management strategies, public transit, bicycle and pedestrian strategies.
- Recommended improvements should be responsive to local regional and statewide problems and goals. Also, the Blueprint must recognize environmental concerns and the need for context-sensitive designs
- Recommended land use plan and strategies, including but not limited to recommended development and redevelopment patterns, implementation strategies and land-use/design guidelines.
- Recommended solutions to the interrelated transportation and land use issues within the study area.
- Executive Summary with maps

[c] Copy of any un-compiled source code with full documentations, including compiling procedures, version requirements, settings, etc.

[d] Preparation of maps, graphics, tables, functional designs, renderings, visualizations and micro-simulations.

[e] Preparation of Power Point materials and presentations to technical committee.

5.03

Work Schedule

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

The length of the contract will be from the date of award, approximately **March, 2009**, for approximately 6-9 months until completion.

The approximate contract schedule is as follows:

[a] **Issue RFP, November 24, 2008.**

[b] **Non-Mandatory Pre-proposal Conference, December 9, 2008.**

- [c] Receive Written Proposals, January 2, 2009.
- [d] Consultant Short List by January 5 – 11, 2009.
- [e] Consultant Short List Interviews/references check and City issues Notice of Intent to Award a Contract by January 30 – February 2, 2009.
- [f] Council Approves Contract, March 2, 2009,
- [g] City issues contract March 9, 2009,
- [h] Notice to Proceed, March 12, 2009

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01

Proposal Format and Content

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

6.02

Introduction

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

Proposals must confirm that the firm will comply with all of the provisions in this RFP, and, if applicable, provide notice that the firm qualifies as a City of Durham bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

6.03

Understanding of the Project

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

6.04

Methodology Used for the Project

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

6.05

Management Plan for the Project

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

6.06

Experience and Qualifications

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

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

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

[a] title,

[b] resume,

[c] location(s) where work will be performed, and

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

6.07

Cost Proposal

Do not include costs with this proposal – include cost proposal in a sealed separate envelop (please include also the completed attached level of effort spreadsheet). Once the City selects the most qualified firm, negotiations will take place, and at that time, the contractor must provide an itemized list of all direct and indirect costs associated with the performance of this contract including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. Upon contract negotiations, compensation for this project shall be presented as a lump sum with a not to exceed fee.

6.08

Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out in Section Seven.

**SECTION SEVEN
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

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

7.01

Understanding of the Project—25%

Proposals will be evaluated against the questions set out below.

- [a] Does the consultant have an extensive knowledge, understanding and familiarity with the project, the study area, problems, issues and challenges surrounding the projects and above all, understanding of the goals and work elements and work projects for corridor and sub-area studies?
- [b] Does the consultant have an extensive and demonstrated understanding and knowledge in multi-modal planning (highway, rail, transit, Park and ride, freight, bicycle and pedestrian (provide detail explanation for each item listed above)?
- [c] Does the consultant have an extensive and demonstrated understanding and knowledge in land-use planning, scenario planning, travel demand model forecasting, visualization, micro simulation, traffic analysis, GIS mapping, Innovative Public participation, TOD analysis, development design, function designs, etc (provide detail explanation for each of the aforementioned item)
- [d] How well has the responder demonstrated a thorough understanding of the purpose and scope of the project?
- [e] How well has the responder identified pertinent issues and potential problems related to the project?
- [f] How well has the responder demonstrated that it understands the deliverables the client expects it to provide?
- [g] How well has the responder demonstrated that it understands the project's time schedule and can meet it?
- [h] Adherence to the City's SBDE program.

7.02

Methodology Used for the Project—30%

- [a] How well does the proposal document in a clear and concise manner the methodologies for undertaking various work elements and tasks associated with this project?
- [b] How well does the consultant explain the approach to provide the corridor transportation/land-use services. Does the proposal provide narrative on that approach? Does methodologies proposed mesh with the deliverables and are they consistent with the firm's stated understanding of the project?
- [c] How well does the proposal provide adequate and succinct methodologies for transportation analysis, alternative evaluation, land-use scenario planning, cost estimates, sub-area modeling analysis, functional designs, including context sensitive designs, TOD analysis, Park & Ride analysis, public involvement, etc?
- [d] How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- [e] How well does the methodology match and contribute to achieving the objectives set out in the RFP?
- [f] How well does the methodology interface with the time schedule in the RFP? Did the consultant provide fee schedule (cost estimates) and table of resource assignment?
- [g] Did responder demonstrate a thorough understanding of the project and work products that the City expects the firm to provide, and pertinent issues related to the scope and purpose of the project (Firm's interest, understanding of all facets of the project scope and clear and concise responses to the scope of work) ?
- [h] Proposed innovative strategies and schedule/timeline for accomplishing the project.

7.03

Management Plan for the Project—15%

Proposals will be evaluated against the questions set out below.

- [a] Does the proposal provide adequate explanation on the ability of the firm to complete the work in a timely manner as requested in the RFP. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear (flow charts, roles and responsibilities and time line provided)?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- [f] Does it appear that the offeror can meet the schedule set out in the RFP? Time line provided?
- [g] Has the contractor offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] Is the proposal practical and feasible?
- [i] How well have any potential problems been identified?
- [j] Is the proposal submitted responsive to all material requirements in the RFP?
- [k] Identification of personnel who would actually work on the proposed project, indicating educational background, experience, availability (including current workload) and ability of staff members in the firm assigned to this project to complete the project on the required schedule.

7.04

Experience and Qualifications—30%

Identification of personnel who would actually work on the proposed project, indicating educational background, experience, availability (including current workload) and ability of staff members in the firm assigned to this project to complete the project on the required schedule. Proposals will be evaluated against the questions set out below.

Questions regarding the personnel:

- [a] Does the consultant have an extensive knowledge, relevant and extensive experience and skills in accomplishing all facets of the project (transportation analysis, alternative evaluation, land-use scenario planning, cost estimates, sub-area modeling analysis, function designs, including context sensitive designs, TOD analysis, Park & Ride analysis, public involvement, etc)?
- [b] Does the consultant have an extensive and demonstrated experience working on similar projects? How many similar projects have key members worked on?

- [c] Do the individuals assigned to the project have extensive, direct and relevant experience and skills for accomplishing tasks and work elements as described in this RFP?
- [d] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- [e] How extensive is the applicable education and experience of the personnel designated to work on the project?
- [f] What is the extent of the firm's experience, knowledge, ability and familiarity with the project?
- [g] Has the firm provided a list of references for similar project performed by firm and designated key personnel?

Questions regarding the firm:

- [h] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [i] How successful is the general history of the firm regarding timely and successful completion of projects?
- [j] Has the firm provided letters of reference from previous clients?
- [k] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SECTION EIGHT ATTACHMENTS

8.01

Table 1-A NC 54/I-40 Corridor/Sub-Area Study - Schedule of Detail Work Tasks							
Task Id #	Major tasks and sub tasks	Duration # of days	Work - total hours	Start Date	Finish Date	Predecessors	Resource person
1	Analysis of Existing Conditions and Trends						
1.1							
1.2							
1.3							
1.n							
2	Development and Evaluation of Alternatives and Scenarios						
2.1							
2.2							
2.3							
2.n							
3	Development of Short and Long Range Integrated Multi-modal Transportation and Land-use Strategies						
3.1							
3.2							
3.3							
3.n							
4	<i>Public Involvement</i>						
4.1							
4.2							
4.3							
4.n							
5	<i>Preparation of Draft and Final Report</i>						
5.1							
5.2							
5.3							
5.n							
	Total						

Separate Attachments

8.02

Table 1-B						
NC 54/I-40 Corridor/Sub-Area Study - Staff Experience						
Prime -						
#	Staff Name	Initials	Project Title	Description of expertise	Summary of experience	Total hours
1						
2						
3						
4						
n						
<i>Sub-consultant ;</i>						
#	Staff Name	Initials	Project Title	Description of expertise	Summary of experience	Total hours
1						
2						
3						
4						
n						

Table 2

NC 54/I-40 Corridors / Sub-Area Study

COSTS AND HOURS BY TASK

LABOR		HOURS BY PERSONNEL AND TASK				
	Raw Direct Labor	1 (Task Description)	2 (Task Description)	..n (Task Description)	Total Hours	Total Cost
Personnel (Name)	Hourly Rate					
(Name)	\$0.00	0.00	0.00	0.00	0.00	\$0.00
(Name)	\$0.00	0.00	0.00	0.00	0.00	\$0.00
(Name)	\$0.00	0.00	0.00	0.00	0.00	\$0.00
(Name)	\$0.00	0.00	0.00	0.00	0.00	\$0.00
Total Hours		0.00	0.00	0.00	0.00	
Total Hourly Cost		\$0.00	\$0.00	\$0.00		\$0.00
Fringe Benefit Rate @	1.##	\$0.00	\$0.00	\$0.00		\$0.00
Total Labor with Fringe		\$0.00	\$0.00	\$0.00		\$0.00

REIMBURSABLE EXPENSES		EXPENSES BY TASK			Total
Description		1	2	6	Cost
Description (i.e. Postage)		\$0.00	\$0.00	\$0.00	\$0.00
Description (i.e. Photocopy/Printing)		\$0.00	\$0.00	\$0.00	\$0.00
Description (i.e. Travel)		\$0.00	\$0.00	\$0.00	\$0.00
Description (i.e. Telephone)		\$0.00	\$0.00	\$0.00	\$0.00
Description (i.e. Other)		\$0.00	\$0.00	\$0.00	\$0.00
Description (i.e. Miscellaneous)		\$0.00	\$0.00	\$0.00	\$0.00
Total Reimbursable Expenses		\$0.00	\$0.00	\$0.00	\$0.00

SUBCONTRACTORS		HOURS BY TASK				Total Hour s	Total Cost
Person	Hourly Rate	1	2	6			
(Name)	\$0.00	0.00	0.00	0.00	0.00	\$0.00	
(Name)	\$0.00	0.00	0.00	0.00	0.00	\$0.00	
(Name)	\$0.00	0.00	0.00	0.00	0.00	\$0.00	
Total Hours		0.00	0.00	0.00	0.00		
Total Subcontractors Cost		\$0.00	\$0.00	\$0.00		\$0.00	
Hours Inception to Date		0.00	0.00	0.00	0.00		

GRAND TOTAL		TOTAL COSTS BY TASK				Total Cost
Description	Rate	1	2	6		
Total Labor with Fringe		\$0.00	\$0.00	\$0.00	\$0.00	
Overhead Rate @	1.##	\$0.00	\$0.00	\$0.00	\$0.00	
Reimbursable Expenses		\$0.00	\$0.00	\$0.00	\$0.00	
Subcontractors		\$0.00	\$0.00	\$0.00	\$0.00	
GRAND TOTAL		\$0.00	\$0.00	\$0.00	\$0.00	

Attachment 3

Conflict of Interest Affidavit

State of _____

Affidavit

County of _____

_____, appearing before the undersigned notary and being duly sworn, says that:

He (she), _____ affirms that the firm _____ (name of Consulting Firm) has not engaged or is not currently engaged with a developer or landowner with interest within the study area or is not committed to a project in the study that will constitute a conflicting interest with the proposed NC54/I40 Corridor/Sub-area study. That the firm **Will Not** engage with a developer or landowner or citizen with any interests in the study during the duration of the study. The duration of the study shall be from notice to proceed to the adoption of the study.

Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 200_____.

Official Seal
Notary Public

My commission expires _____, 200____.

8.03

Sample Contract

This contract is made and entered into as of the _____ day of _____, 20____, by the City of Durham ("City") and [name of firm] ("Contractor"), [Indicate type of entity, for instance: a corporation organized and existing under the laws of [name of State]; a professional corporation organized and existing under the laws of [name of State]; a professional association organized and existing under the laws of [name of State]; a limited partnership organized under the laws of [name of State]; a sole proprietorship; or a general partnership].

Sec. 1. Background and Purpose. [Several sentences are usually plenty.]

Sec. 2. Services and Scope to be Performed. The Contractor shall [state the services to be provided and the schedule for those services.]. In this contract, "Work" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the City that arise out of this contract.

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

Sec. 4. Compensation. The City shall pay the Contractor for the Work as follows: [Describe the timing of payments, how amounts are calculated, etc. List the kinds of expenses, if any, that the City will reimburse.]. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 5. Contractor's Billings to City. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. [City staff - Add any special requirements or detail needed in the invoices.] Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

Sec. 6. Insurance.

Workers' Compensation Insurance

CONSULTANT shall have and maintain, during the period of this Agreement and Supplemental Agreements, Worker's Compensation and Employer's Liability Insurance with a company or companies authorized to do business in the State of North Carolina, for the protection of CONSULTANT's employees, as required by law of any employer (Employers' liability, with a limit of not less than \$1,000,000).

Automobile Liability Insurance

CONSULTANT shall also provide and maintain in full force and effect during the time of this Agreement and Supplemental Agreements, insurance covering the operation of automobiles and other vehicles in a company authorized to do business in North Carolina and satisfactory to CITY, protecting CONSULTANT and CITY against liability from damages because of injuries, including death, suffered by any person or

persons other than employees of CONSULTANT, and liability or damages to property, arising from or growing out of CONSULTANT's operations in connection with the performance of this Agreement and Supplemental Agreements. Such insurance shall cover owned, non-owned, and hired vehicles and shall provide combined single limits of not less than One Million Dollars (\$1,000,000) per claim applicable to this contract. The City of Durham must be named additional insured.

Commercial General Liability

CONSULTANT shall maintain commercial general liability insurance covering premises/operations, products/completed operations (this coverage shall be maintained for 6 years following the date of acceptance of the completed building by the City), broad form property damage, contractual liability, independent contractors (if any), and XCU coverage (explosion, collapse, and underground) if any apply to the work of this contract. Coverage shall be maintained with an insurance company authorized to do business in North Carolina and satisfactory to CITY. Such insurance shall provide, at a minimum, combined single limits of \$1,000,000. The City of Durham, North Carolina, must be named as additional insured. The additional insured coverage must be evidenced by either an original of the endorsement to effect the coverage, or, if blanket coverage is provided, then the agent shall indicate the form number in the proper section of the certificate of insurance.

Professional Liability Insurance

CONSULTANT shall also provide and maintain Professional Liability Insurance coverage to protect CITY from liability arising out of the performance of professional services, if any, under this Agreement and Supplemental Agreements. Such coverage shall be in the sum of not less than One Million Dollars (\$1,000,000). Prior written approval of the CITY shall be required if CONSULTANT maintains a deductible greater than \$10,000.

Insurance shall be provided by:

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

Insurance shall be evidenced by a certificate:

- providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- certificates shall be addressed to:
City of Durham, North Carolina
attention: Finance Director
101 City Hall Plaza
Durham, NC 27701
- both 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.

Sec. 7. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in section ____ above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights

and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 8. Attachments. The following attachments are made a part of this contract:

Attachment A [*Insert title of attachment*] containing [*insert number*] page(s).

Attachment B [*Insert title of attachment*] containing [*insert number*] page(s).

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

Sec. 9. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

[*Insert name and department*]

City of Durham

101 City Hall Plaza

Durham, NC 27701

The fax number is (919)_____.

To the Contractor:

[*Insert name and address*]

The fax number is _____.

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

Sec. 10. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a", the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor (c) Other Provisions Separate. Nothing in

this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 11. Miscellaneous

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

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

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

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

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

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

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

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee

or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. The Contractor shall comply with all applicable provisions of Chapter 26 of the Durham City Code (the Small and Disadvantaged Business Enterprises ordinance), as amended from time to time. The failure of the Contractor to comply with that chapter shall be a material breach of contract, which may result in the rescission, or termination of this contract and/or other appropriate remedies in accordance with the provisions of that chapter, this contract, and State law. The final version of all SDBE documents and information submitted by the Contractor and approved by the City of Durham are a legal and binding part of this contract.

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

(k) Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise: (1) the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include", "including", etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement", whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract. (5) "Duties" includes obligations. (6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word "shall" is mandatory. (8) The word "day" means calendar day.

(l) Modifications. Entire Agreement. A modification of this contract is not

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

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

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

City's finance officer

Date

8.04
Equal Business Opportunity Ordinance

CITY OF DURHAM
SMALL DISADVANTAGED BUSINESS ENTERPRISE
PROFESSIONAL SERVICES FORM



Equal Opportunity/ Equity Assurance Department

Mailing Address:
101 City Hall Plaza
Durham, North Carolina 27701

Street Address:
211 Rigsbee Avenue
Durham, North Carolina 27701

Phone: (919) 560-4180
Facsimile: (919) 560-4513

CITY OF DURHAM EQUAL BUSINESS OPPORTUNITY PROGRAM

Policy Statement

It is the policy of the City to provide equal opportunities for City contracting to small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct the present effects of past discrimination and to resolve complaints of discrimination.

Goals

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

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

Equal Business Opportunity Ordinance SDBE Participation Documentation

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

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

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

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

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

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

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.

Post Proposal Submission SDBE Deviation

Post proposal submission SDBE deviation participation documentation must be used to report any deviation from SDBE participation either prior to or subsequent to startup of the project. The Equal Opportunity/Equity Assurance Department must be notified if the proposed sub-consultant/subcontractor is unable to perform and for what reasons. Substitutions of sub-consultants/subcontractor, both prior to and after awarding of a contract, are subject to City approval.

SDBE Goals Not Met/Documentation of Good Faith Efforts

It is the responsibility of consultants/contractors to make good faith efforts. Good Faith Efforts means the sum total of efforts by a particular business to provide equitable participation of socially and economically disadvantaged employees and sub-consultants/subcontractors.

Whenever contract alternatives, amendments or extra work orders are made individually or in the aggregate, which increase the total value of the original contract, the consultant must make a good faith effort to increase SDBE participation such that the amounts subcontracted are consistent with the established goals.

SELECTION OF CONSULTANTS/CONTRACTORS FOR ARCHITECTURAL/ENGINEERING AND OTHER PROFESSIONAL SERVICES

Goal

The purpose is to provide Small Disadvantaged Businesses equal opportunities for participation on City of Durham contracts.

Definition of the Scope of the Selection Policy

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

Small Disadvantaged Business Proposal Requirements

The prime consultant/contractor shall submit a proposal in accordance with the City of Durham's Request for Proposal. In addition, the prime consultant/contractor must submit all required Professional Services SDBE Forms.

Selection Committee for Professional Services

A selection committee shall be established to be composed of the following: City Manager or a designated representative of this office; Director of Finance or a designated representative of this office; department head responsible for the project; City Engineer if engineering services are involved; the Equal Opportunity/Equity Assurance Director and Purchasing Manager. Other representatives shall be called upon as needed based on their areas of expertise.

The committee shall screen the proposals based on the following criteria:

1. Firms; interest in the project;
2. Current work in progress by firm;
3. Past experience with similar projects;
4. General proposal for carrying out the required work;
5. Designation of key personnel who will handle the project, with resume for each;
6. Proposed associate consultants/contractors, SDBE subconsultants;
7. Indication of capability for handling project;
8. Familiarity with the project;
9. References;
10. SDBE Participation; and
11. Documentation of Good Faith efforts.

After ranking the firms presenting proposals based on the above criteria, interviews will be conducted by the selection committee with the top ranked firms (3-5). The contracting department will make the final recommendation, prepare contracts for review by the City Attorney, and prepare the recommendation for the City Council including the following:

1. Description and scope of the project;
2. Recommended firm;
3. Contract cost;
4. Time limits;
5. Basis for selection;
6. Source for funding;
7. Equal Business Opportunity Ordinance compliance; and
8. Recommendation that the contract be approved by the City Council.

Contract Award

A provision must be written in each contract with an architect or engineer requiring them to work with Equal Opportunity/Equity Assurance Department in creating and identifying separate work.

Project Evaluation

An evaluation shall be made of each contract after its completion to be used in consideration of future professional services contracts. The evaluation shall cover appropriate items from the check list for ranking applicants. A copy of the evaluation shall be given to the consultant, and any comment he/she cares to make shall be included in the files.

DECLARATION OF PERFORMANCE BY CONSULTANT/CONTRACTOR

Briefly address each of the following items:

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

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

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

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

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

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

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

Date

Authorized Signature

**PARTICIPATION DOCUMENTATION
(TO BE COMPLETED BY PRIME CONSULTANT/CONTRACTOR ONLY)**

Names of all firms (including prime and sub consultants/ Sub contractors)	Location	SDBE Firm Yes/No	Nature of Participation	% of Project Work

TOTAL

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

Signature - Authorized Officer of Prime Consultant/Contractor Firm

Date

MANAGERIAL PROFILE

Name of Firm: _____

Contact Person: _____

Title: _____

Address: _____

Telephone No.: _____

Date: _____

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

Managerial Employees

NAME	POSITION	SOCIALY/ECONOMICAL LY DISADVANTAGED* (YES/NO)
_____ _____	_____ _____	_____ _____
_____ _____	_____ _____	_____ _____
_____ _____	_____ _____	_____ _____
_____ _____	_____ _____	_____ _____
_____ _____	_____ _____	_____ _____
_____ _____	_____ _____	_____ _____
_____ _____	_____ _____	_____ _____
_____ _____	_____ _____	_____ _____

_____	_____	_____
_____	_____	_____

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

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

EMPLOYEE BREAKDOWN

Part A – Employee Statistics for the Primary Location

Employment Category	Total Employees	MALES							FEMALES				
		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													
Professiona I													
Labor													
Clerical													
Totals													

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

Employment Category	Total Employees	MALES							FEMALES				
		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													

EEO-1 Report may be submitted in lieu of this form

Letter of Intent to Perform as a Sub-Consultant

The undersigned intends to perform work in connection with the above project as a SDBE:

Minority (African American) • Woman • Hispanic •
 American Indian • Asian American • Handicapped •

The SDBE status of the undersigned is certified by the City of Durham as identified by the attached copy of certification or the attached SDBE Contractor Identification List supplied by the EO/EA Department.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

<u>ITEMS</u>	<u>PROJECTED COMMENCEMENT DATE</u>	<u>PROJECTED COMPLETION DATE</u>

The undersigned will subcontract _____% of the dollar value of this contract to a SDBE subconsultant/subcontractor and/or non-SDBE subconsultant/subcontractor.

The undersigned will enter into a formal agreement in the amount of \$_____ for the above work with you, conditioned upon your execution of a contract with the City of Durham.

Name _____ Title _____

Company _____ Telephone _____

Address _____

Signature _____

REQUEST TO CHANGE SDBE PARTICIPATION

Project: _____

Name of bidder or consultant: _____

Name and title of representative bidder or consultant: _____

Address (including zip code): _____

Telephone number: _____ Fax number: _____

Email address: _____

Total amount of original contract, before any change orders or amendments: _____

Total amount of the contract, including all approved change orders and amendments to date, but not counting the changes proposed in this form: _____

Dollar amount of changes proposed in this form: _____

The proposed change (*check one*) **increases** **decreases** the dollar amount of the bidder's/consultant's contract with the City.

Does the proposed change decrease the SDBE participation? (*check one*) **yes** **no**

If the answer is **yes**, complete the following:

BOX A. For the subcontract proposed to be changed (increased, reduced, or eliminated):

Name of subconsultant: _____

Goods and services to be provided before this proposed change: _____

Is it proposed to eliminate this subcontract? yes no

If the subcontract is to be increased or reduced, describe the nature of the change (*such as adding \$5,000 in environmental work and deleting \$7,000 in architectural*):

Dollar amount of this subcontract before this proposed change: _____

Dollar amount of this subcontract after this proposed change: _____

This subconsultant is (*check one*):

- 1. City-certified Black-owned SDBE
- 2. City-certified Women-owned SDBE
- 3. City-certified SDBE that is neither Black-owned nor women owned, but to be credited as
 - 3(a) Black-owned SDBE
 - 3(b) Women-owned SDBE
- 4. not a City-certified SDBE

BOX B. Proposed subcontracts other than the subcontract described in Box A above

Name of subcontractor for the new work: _____

Goods and services to be provided by this proposed subcontract: _____

Dollar amount proposed of this proposed subcontract: _____

This subcontractor is (*check one*):

- 1. City-certified Black-owned SDBE
- 2. City-certified women-owned SDBE
- 3. City-certified SDBE that is neither Black-owned nor women owned, but to be credited as
 - 3(a) Black-owned SDBE 3(b) Women-owned SDBE
- 4. not a City-certified SDBE

Add additional sheets as necessary.

SDBE GOALS NOT HAVING BEEN MET. The following information must be presented by the consultant concerning good faith efforts taken.

It is the responsibility of consultants to make good faith efforts. Any act or omission by the City shall not relieve them of this responsibility. For future efforts, it shall be comprised of such efforts which are proposed to allow equitable participation of socially and economically disadvantaged employees and sub-consultants/subcontractors. The City Manager shall apply the following criteria, with due consideration of the quality, quantity, intensity and timeliness of efforts of consultants/contractors, in determining good faith efforts to engage SDBEs along with other criteria that the City Manager deems proper:

Name of Bidder: _____

*If you find it helpful, feel free to attach pages to explain your answers. **How many pages is your firm attaching to this questionnaire?** _____ (Don't count the 2 pages of this questionnaire.)*

If a yes or no answer is not appropriate, please explain the facts. All of the answers to these questions relate only to the time before your firm submitted its bid or proposal to the City. In other words, actions that your firm took after it submitted the bid or proposal to the City cannot be mentioned or used in any answers.

1. SOLICITING SDBEs.

(a) Did your firm solicit, through all reasonable and available means, the interest of all SDBEs certified (that is, in the City's database) in the scopes of work of the contract? **yes** **no**

(b) In such soliciting, did your firm advertise? **yes** **no** Are you attaching copies to this questionnaire, indicating the dates and names of newspaper or other publication for each ad if that information is not already on the ads? **yes** **no**

(c) In such soliciting, did your firm send written (including electronic) notices or letters? Are you attaching one or more sample notices or letters? **yes** **no**

(d) Did your firm attend the pre-bid conference? **yes** **no**

(e) Did your firm provide interested SDBEs with timely, adequate information about the plans, specifications, and requirements of the contract? **yes** **no**

(f) Did your firm follow up with SDBEs that showed interest? **yes** **no**

(g) With reference to the SDBEs that your firm notified of the type of work to be subcontracted -- Did your firm tell them:

(i) the specific work your firm was considering for subcontracting? **yes** **no**

(ii) that their interest in the contract is being solicited? **yes** **no**

(iii) how to obtain and inspect the applicable plans and specifications and descriptions of items to be purchased? **yes** **no**

2. BREAKING DOWN THE WORK.

(a) Did your firm select portions of the work to be performed by SDBEs in order to increase the likelihood that the

goals would be reached? **yes** **no**

(b) If **yes**, please describe the portions selected. **ANSWER:**

3. NEGOTIATION. In your answers to 3, you may omit information regarding SDBEs for which you are providing Form E-105.

(a) What are the names, addresses, and telephone numbers of SDBEs that you contacted? **ANSWER:**

(b) Describe the information that you provided to the SDBEs regarding the plans and specifications for the work selected for potential subcontracting. **ANSWER:**

(c) Why could your firm not reach agreements with the SDBEs that your firm made contact with? Be specific. **ANSWER:**

4. ASSISTANCE TO SDBEs ON BONDING, CREDIT, AND INSURANCE.

(a) Did your firm or the City require any subcontractors to have bonds, lines of credit, or insurance?

yes **no** (Note: In most projects, the City has no such requirement for *subcontractors*.)

(b) If the answer to (a) is **yes**, did your firm make efforts to assist SDBEs to obtain bonds, lines of credit, or insurance? **yes** **no** If **yes**, describe your firm's efforts. **ANSWER:**

(c) Did your firm provide alternatives to bonding or insurance for potential subcontractors? **yes** **no** If **yes**, describe. **ANSWER:**

5. GOODS AND SERVICES. What efforts did your firm make to help interested SDBEs to obtain goods or services relevant to the proposed subcontracting work? **ANSWER:**

6. USING OTHER SERVICES.

(a) Did your firm use the services of the City to help solicit SDBEs for the work? **yes** **no** Please explain. **ANSWER:**

(b) Did your firm use the services of available minority/women community organizations, minority and women contractors' groups, government-sponsored minority/women business assistance agencies, and other appropriate organizations to help solicit SDBEs for the work? **yes** **no** Please explain. **ANSWER:**

Name	Mailing Address	City	State	Zipcode	Gender/Race ID	Contact	Phones
BREE & Associates, Inc.	PO Box 675	Durham	NC	27702	M	Robert Lancaster	919-469-3330;fax919-469-3370,c919-6963338breeinc@bellsouth.net
CH Engineering, PLLC	P O. Box 30128	Raleigh,	NC	27622	W	Maha Chambliss	919-788-0224;fax919-788-0232;mchambliss@ch-engr.com
Fitzgerald & Halliday, Inc.	72 Cedar Street	Hartford	CT	6106	W	A. Ruth Fitzgerald	860-247-7200;fax860-247-7206;rfitzgerald@fhiplan.com
Greene Transportation Solution, PC	2405 Grayson Creek Drive	Wake Forest	NC	27587	W	Christa Greene	919-210-5116;c919-210-5116;christa@greenetransportation.com
John Davenport Engineering, Inc.	PO Box 4131	Winston-Salem	NC	27115	M	John M. Davenport, Jr.	336-744-1636;do not fax;email not working;

KFH Group, Inc.	4920 Elm Street, Suite 350	Bethesda	MD	20814	W	Sue Knapp	301-951-8660;fax301-951-0026;sknapp@kfhgroup.com
KLS Engineering	21525 Ridgeway Circle, Suite 140	Sterling	VA	20166	AS	Leverson Boodlal	703-444-7686;fax703-444-7688;cell703-314-3397;
Kubilins Transportation Group, Inc.	201 Production Drive, 2nd Floor	Yorktown	VA	23693	W	Margaret A. Kubilins	757-594-1419;fax757-594-9010;mkubilins@kubilins.com
SEPI Engineering Group, Inc.	2300 Rexwoods Drive, Suite 370	Raleigh	N.C	27607	W	Sepideh Asefnia	919-789-9977;fax919-789-9591;dvinogradov@sepiengineering.com
Toole Design Group, LLC	4603 Calvert Road	College Park	MD	20707	W	Jennifer L. Toole	301-927-1900;fax301-927-2800;