



**City of Durham Request for Proposal (RFP) #23-0022**  
**Mobile Application for Parking Payments**

Date of Issue: May 30, 2023  
Due Date: June 30, 2023 at 3:30pm

Questions about this RFP should be directed to:

Project Manager	Thomas D. Leathers, CAPP
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Department	Transportation Department
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Telephone	(919) 560-4157 ext. 36207
Email:	Thomas.Leathers@durhamnc.gov



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## **Request for Proposal (RFP) for Mobile Application For Parking Payments**

**10. Date of RFP: May 30, 2023**

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

Attn: Thomas D. Leathers, Chief Parking Administrator  
City of Durham Transportation Department  
Office of Parking Management  
105 W. Morgan Street, Suite 104  
Durham, N.C. 27701  
Office: (919) 560-4157 ext. 36207  
Email: Thomas.Leathers@durhamnc.gov

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

Attn: Andre Williams, Parking Infrastructure Administrator  
City of Durham Transportation Department  
Office of Parking Management  
105 W. Morgan Street, Suite 104  
Durham, NC 27701  
Office: (919) 560-4157 ext. 36  
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### **DESCRIPTION OF PROJECT AND NATURE OF RFP**

Durham is a colorful, creative and entrepreneurial community that continuously earns accolades as one of the best places in the world to visit, live, and do business. With nationally acclaimed restaurants, shopping, historical sites, and a myriad of other things to do, Durham is the place “where great things happen.”

Durham is located halfway between the Great Smoky Mountains and the beaches of the Atlantic Ocean. With a 2023 population of 287,794, it is the 4th largest city in North Carolina and the 73rd largest city in the United States.

Durham was nicknamed the “Bull City” in the late 1800s when the Blackwell Tobacco Company names its product “Bull” Durham Tobacco. By the time James B. Duke of the American Tobacco Company purchased the Blackwell Tobacco Company in 1898, Bull Durham was the most famous trademark in the world.

The “Bull City” prospered as a manufacturing hub for the tobacco industry and textiles for many decades, but has since transformed itself into a place where high-tech, biopharmaceutical industries flourish with upscale housing in the same classic buildings where tobacco giants American Tobacco and Liggett-Meyers one made this City their industrial home.

Durham occupies a prime location in the heart of North Carolina and is a nexus for learning, achievement, creativity, research and industry. Durham is a community that is home to over 300 restaurants, Duke and North Carolina Central Universities, Durham Bulls Triple-A Baseball, art and science museums, and world-class medical facilities.

### **30. Project.**

The Transportation Department's Office of Parking Management seeks to partner with a firm to utilize technology and data to better provide customer service, improve utilization of City parking assets, and develop innovative solutions based on the data collected.

The City of Durham ("City") invites qualified and experienced firms to submit a proposal through competitive sealed proposals for the provision of a Mobile Parking Payment mobile application that utilizes leading edge technology and operates on an open architecture platform. The City has issued this RFP to define the City's minimum service requirements, detail proposal requirements, and outline the City's process for evaluating proposals and selecting the Contractor(s). **This RFP is issued in conformance with N.C.G.S. § 143-129.8 for the purchase of information technology goods and services.** The City reserves the right to enter into a contract with a sole provider or with multiple service providers to provide the Mobile Parking Payment solution to its customers.

For management reporting purposes, the System must integrate with the City's existing and future parking infrastructure and provide a graphical display of the entire integrated off-and-on street operations displaying the status of current revenues earned, location occupancy, duration, car counts, system activities, error/fault messages, and other key operating functions and statistics, etc.

Responses are expected to define the system/tools, implementation methodology, timing, resource needs, etc., to be used to provide a comprehensive and integrated parking mobile payment application to address the City's parking technology needs. As a Request for Proposals (RFP), this is not an invitation to bid and although price is important, other pertinent factors will be taken into consideration.

Over the last ten (10) years, the City has completed to parking studies throughout the downtown area – one conducted by Kimley Horn and Associates in 2013 and one by Nelson Nygaard in 2018. Copies of these reports and other important information can be found on the PARKDurham website at <https://parkdurham.org/174/Parking-Study-Project-Overview>

The contract award for this Request for Proposals is subject to approval by the City Council.

The contract shall have an original term of three years. In addition, the City of Durham shall have the option to extend the term for a period of up to two years, which the City may exercise in its sole, absolute discretion.

### **40. Scope of Work.**

The City seeks to procure a complete mobile parking payment system ("System") option for all current and planned on-street and designated off-street paid parking areas in the City of Durham, along with associated services.

The On and Off-Street Parking Programs are enforced on Mondays through Fridays, from 8:00am until 7:00pm, excluding City-recognized holidays at the established prevailing rates.

The Transportation Department's Office of Parking Management's goals for the mobile parking payment program are to:

- Select a Contractor(s) with expertise in providing mobile parking payment services, particularly in municipal on-street parking environments.

- Obtain the best quality program to maximize customer convenience and add considerable parking payment options.
- Employ a System where rates and operational schedules can be programmed and re-programmed in a flexible and ad-hoc manner that does not require any system downtime.
- Choose a System that can integrate with existing or future enforcement devices and applications.
- Select a system that integrates with License Plate Recognition parking enforcement systems to provide real-time paid parking information for enforcement ambassadors.
- Allow for regular reporting to provide information on trends, productivity, and performance.
- Select a Contractor(s) that is capable of creating new and/or modifying new metered pay zone numbers that will be unique to the parking environment in Durham, N.C.
- Select a Contractor(s) that can provide mobile payment services in exchange for a convenience fee per transaction.
- All transactions shall be processed real-time through the Contractor's payment gateway to the City's merchant processor (Elavon); revenues shall be deposited directly to the City's bank account (Truist Bank); and the City must be the merchant-of-record on all transactions.
- Require the Contractor(s) to pay for all costs associated with installment of all Pay by Phone related signs, decals, and other information in the public right-of-way. Contractor(s) will utilize existing metal signage and provide an updated overlay.
- Select a Contractor(s) that can supply the City of Durham with specific examples of their program adoption rates from other cities.
- Select a Contractor(s) that provides 24/7 System support for the City of Durham. The Office of Parking Management must have access to a Live Call Center.

On-Street Metered Parking:

The Transportation Department's Office of Parking Management, dba PARKDurham manages approximately 800 on-street paid parking spaces, utilizing 155 Parkeon Strada BNA paystations and 110 IPS M5 Single-Space meters.

The on-street single-space parking meters and multi-space paystations are programmed with varying time limits and hourly rates. The current on-street parking rates are as follows:

On-Street Metered Hourly Rate: \$2.50 per hour, for a maximum total of \$27.50 per day, effective July 1, 2022.

ADA Rate: \$2.50 per hour, for a maximum total of \$27.50 per day, effective July 1, 2022. A customer may purchase parking for up to the maximum daily limit between 8:00 a.m. through 7:00 p.m., Mondays through Fridays, excluding City-recognized holidays.

Exhibit A contains a map and listing of the current on-street IPS single-space parking meters and Flowbird Multispace Parking Paystations for your reference and consideration.

Off-Street Parking Program (Garages and Surface Parking Lots):

The Transportation Department's Office of Parking Management, dba PARKDurham manages approximately 2,803 off-street parking spaces in its parking garages and surface parking lots that are available for public parking.

The Off- Street parking rates are \$2.25 per hour, for a maximum total of \$24.75 per day.

The department anticipates utilizing mobile parking payments in its off-street parking garages and surface parking lots as listed in Table 1 below:

<b>Name</b>	<b>Address</b>	<b># of Spaces</b>
Chapel Hill Street Parking Garage	326 E. Chapel Hill Street	354
Church Street Parking Garage	109 S. Mangum Street	412
Corcoran Street Parking Garage	110 E. Corcoran Street	554
Durham Centre Parking Garage	300 W. Morgan Street	720
Morgan Rigsbee Parking Garage	105 W. Morgan Street	665
Surface Parking Lot 8	215 E Parrish Street	88
Surface Parking Lot 32	111 W. Chapel Hill Street	10

For clarification, the two surface parking lots (#8 and #32), with a combined total of 98 parking spaces, utilize Parkeon Strada BNA paystations. Exhibit B contains the Off-Street Parking Facilities Map.

The City currently provides special event parking at a rate of \$7.00 per vehicle. During these times, the selected Contractor(s) must integrate with AIMS and TIBA to provide a functionality to offer prepaid reservation parking to customers, including during special events.

The selected Contractor(s) must have a fully developed, currently active mobile parking payment service. The Contractor(s) will be responsible for the design and delivery of the System and for the management of all areas of the project. It is the intention of the City to continue the use of the PARKDurham name and logo. The Contractor(s) will bear all technical, operational, integration, implementation, and functional responsibility. The Contractor(s) will be required to provide the City of Durham with specific details about the Contractor(s)'s previous experiences participating in the transition of one mobile payment System to another. The Contractor(s) will work under the direction of, and in coordination with the Office of Parking Management in providing the services described hereafter.

Until the System is fully implemented, Contractor(s) must maintain a local field office where employees or agents that appear each day to work and are assigned to fulfill the terms of this contract.

The Contractor(s) will provide a System to enable mobile payment of parking in the City of Durham so that users may pay for a specific period of parking time via:

- Dialing a telephone number and using Interactive Voice Response (IVR);
- Visiting a website compatible with at a minimum Microsoft Edge, Firefox, Safari and Chrome desktop browsers; AND
- Through the use of a branded smartphone application written for, at a minimum, the latest release of iOS, Android, Blackberry, Windows Mobile and HTML-5-device agnostics web app compatible with at a minimum Safari and Chrome mobile browsers.

The mobile application should be available for download over a cellular data connection. The City of Durham will review and approve website, smartphone and telephone user interfaces.

#### **40.1 Quality Assurance**

The Contractor(s) is required to perform Quality Assurance testing of application prior to implementation. This includes and is not limited to the following Application Testing:

- All Zone testing during normal business hours.
- All Zone testing outside of normal business hours.
- All Zone testing after regulations ended.
- All Zone testing of prepayment of zones.
- All Zone testing during prohibited hours.
- All Zone testing for Tiered Pricing.
- All testing results should be provided to the City through documentation of the testing, this includes and is not limited to the following:
  - Screenshots of testing.
  - Backend payment processing.
  - Reporting of Transactions.

The Contractor(s) will be expected to convert the areas listed below to their System within ninety (90) days of the Notice to Proceed. The System must be fully operational, incorporating all conditions set forth in this work statement.

The Contractor(s) must include an Implementation Schedule for all areas in their proposal.

The selected Contractor(s) will be solely responsible for developing a quality marketing plan and provide it to the City of Durham thirty (30) days prior to implementation; including effective strategies and advertising (TV, radio, internet, social media, print, etc.), implementation; including but not limited to signs, local support, audit protocols, enforcement technology, community outreach and support necessary to implement the program. The plan should focus on the education of System use and the promotion of this payment option. The selected Contractor(s) must submit all advertisements intended for multi-media release (TV, radio, internet, social media, print, etc.) to the City of Durham for approval. The Contractor(s) shall provide the following marketing collateral and services for public dissemination at no additional cost to the City. All collateral must be reviewed and approved by the City before dissemination:

- An informational video highlighting proper customer use of the application.
- Provide at a minimum of 10,000 color printed copies of marketing brochures highlighting the proper use of the application in both English and Spanish. An electronic file of the approved brochure will become the property of the City.
- Informational imagery highlighting proper use of the application to be disseminated on the City's social media channels, email campaigns, and website.
- Deliver City-provided in-app message and email notifications to all City customers on an as needed basis. It is anticipated that this will be utilized on an emergency as-needed basis.
- Provide all customer contact information upon request.
- Provide any additional marketing strategies thought to be in the best interest of the City.
- All marketing materials provided by the Contractor(s) will become the property of the City.



#### **40.2 Front-End Users/Customer Service**

- a. The Contractor(s) will provide the following types of registration options: live-body phone call 24/7/365, smart phone application, and mobile and desktop web. The Contractor(s) is encouraged to provide registration options in other platforms/technologies (Facebook, etc.).
- b. The Contractor(s) will provide the following payment options for registered customers: IVR, smart phone application, and mobile web. The Contractor(s) is encouraged to provide payment options through QR codes, NFC or RFID and other innovative payment formats (Pay Pal, Google Wallet, Apple Pay, etc.). The system must accept Visa, MasterCard, American Express and Discover credit and debit cards.
- c. The Contractor(s) will provide a System that will offer the following options:
  - o The customer will be informed at a predetermined time of the expiration of their paid parking session.
  - o Allows purchase of additional time not past the maximum time allowed for that specific block face, incorporating “tiered” pricing.
  - o Allows the user to stop their paid parking session and only be charged for the time that was used.
  - o The application should include easily accessible parking history data that records the license plate number used for each transaction.
  - o Does not allow purchase when desired time includes restricted parking periods on that block face (e.g., morning and afternoon rush hours, during established holidays, or other restricted times).
  - o Allows for prepayment of parking.
  - o Includes a feature to allow the City and other partner organizations within the City of Durham to validate parking or provide a coupon code for discounted or free parking
  - o Allows for option of a “wallet program”
  - o Allows option of a “fleet program” for members to receive discounted parking rate.
- d. The Contractor(s) shall provide toll-free live customer service telephone support 24/7/365 for all aspects of the System including, but not limited to:
  - o Registration
  - o Correcting customer transaction errors (i.e., wrong license plate number, space number, location code, duration, etc.)
  - o Parking transaction and charge dispute resolution.
- e. Contractor(s) are strongly encouraged to provide bi-lingual customer service representatives to assist non-English speakers with registration and user issues. The Contractor(s) shall document and track customer service calls and provide daily reports to the City, or as otherwise determined necessary by the City.
- f. The Contractor(s) will provide customer support services to include the ability to provide speedy and accurate resolutions and policies for addressing complaints and ticket resolution.
- g. The Contractor(s) will provide an easy-to-use customer account management website where the customer can track usage, time, date, and other account information. The website must allow existing users to manage their own account without the need to speak to a customer service representative. Specifically, the customer account management website must allow customers to:
  - o View transactions and print receipts- customers must be able to view all successful transactions for a given date range. This information must be able to

be exported in CSV format and receipts must be able to be produced in PDF format.

- o Update their profile- customers must be able to amend any of their account details as necessary. For security reasons, changes to the mobile or landline phone numbers must be through a customer service representative.
- h. Customers will not be subject to marketing emails (spam) or other emails unless authorized by the City and as accepted by the customer. No customer data can be used, sourced or solicited by/from the Contractor(s) for any reason.
- i. The Contractor(s) will provide with their proposal an agreement for each user that will utilize the system (“End User Agreement”). The End User Agreement (EUA) must include a comprehensive detail of the terms and conditions applicable to the System and which will be entered into by any such customer prior to participating in the mobile parking payment program. The EUA will be subject to the review and approval of the City prior to its incorporation into the System.
- j. The Contractor(s) will charge customers a convenience fee to recoup sign/graphic decals production and installation costs, credit card processing fees, enforcement integration, and other costs. The fee must be clearly communicated at registration and at time of transaction. The Contractor(s) cannot make any changes to the convenience fee, or add any additional fee, for the term of the contract without the written approval of the City.

#### **40.3 System Specifics**

- a. The Contractor(s) must establish a System that is capable of recognizing different rates, hours of operation, and maximum time-limits for every paid parking block face based on day of week and time of day. The System should not allow parking transactions on days and times specified by the City.
- b. The Contractor(s) must have a System that can make changes to parking rates, hours of operation and maximum time-limits within five (5) business days of City notification and at no charge to the City.
- c. The System must be capable of recognizing the posted time limit in the zone and adjusting the parking rate for adding time beyond that time limit according to guidelines established by the City. There may be up to three rate adjustments based on multiple add-time options.
- d. The City intends this program for strictly making payments at available (unoccupied) parking spaces within paid parking areas following all the posted sign regulations. The intent is for drivers to be able to pay up front and specify the amount of time to purchase.
- e. The Contractor(s) must require the following information as part of the registration and payment processes for the System: license plate number, state, and vehicle type (i.e. Passenger, Commercial, Bus, Motorcycle/Scooter, Official, Diplomat, Taxi & Limousine, etc.). A user must have the option of registering multiple vehicles. A user must be required to enter their license plate information twice at the point of account registration. All alphabetic entries performed by the user must default to a capitalized setting/font. A user must be required to confirm the details of their zone number information.
- f. The Contractor(s) must provide a means for identifying the location of a vehicle legally parked using the System through particular identifying information such as, but not limited to, parking meter number, unique block face ID, etc. The Contractor(s) must transmit data that accurately depicts the geographic location of a user’s vehicle location to the City.
- g. Contractor(s)’s System must provide the ability for users to navigate the application using the following languages: English and Spanish.

- h. Contractor(s)'s System must allow customers to enter validation or coupon codes to discount parking fees. The vendor shall supply a web-based system for managing coupon or validation codes issued by the City, including activating, deactivating or adjusting the dollar or percentage amount of a code. Validation codes must have the ability for a customer to use a coupon or validation code to cover a percentage or dollar amount of a transaction. This includes the ability for a coupon or validation code to absorb the cost of the per transaction fee (if any). The System must provide auditable tracking of validation or coupon codes.
- i. The System must provide redundant/failsafe servers which ensure at least 99.9% uptime of all components of the system. The Contractor(s) must demonstrate their ability to maintain System uptime 24/7/365 and publish their contingency plans regarding any downtime. The Contractor(s) will be required to immediately notify designated stakeholders via email and/or phone in the event of any System outage. The System's ability to function properly is vital to the City's mission related to regulation of parking. Damages for System functionality failures are detailed in the contract.
- j. The Contractor(s) must immediately notify the City via email and/or phone of any errors or System interruptions that arise during the contract including when the errors or interruptions interfere with the public's use of the System. Any maintenance of the Contractor(s)'s operating components, including but not limited to, any software/hardware maintenance, must be performed during hours in which no metered parking regulations are in effect. Should the Contractor(s) need to perform any maintenance during any times which metered parking is in effect at any location in the city, the Contractor(s) must notify the City via email and telephone, and must ensure that appropriate measures are taken to maintain continuous utility of the System utilizing any reasonable means, including but not limited to, the establishment of a back-up (or redundant) System to keep the System on-line with no inconvenience to the customers.
- k. The Contractor(s) must provide a System that is maintained to support uninterrupted service in the event of failure of the primary data center, or failure of the System processing environment when the data center continues to operate.
- l. The Contractor(s) must provide a general description of their software testing protocols as well as detailed information regarding all software changes that impact the implementation in-place for the City of Durham. This information should be provided via a log of software changes that is viewable by the City at any time.
- m. The System must be able to interface with Parkeon Strada BNA Paystations and IPS M5 single-space parking meters, as well as AIMS Parking Management System's enforcement system, currently utilized by the City, or any service provider identified by the City.
- n. The Contractor(s) must provide 24/7/365 monitoring to ensure continuous user availability with the exception of regularly scheduled maintenance.
- o. The Contractor(s) will ensure that pertinent transactional data is instantaneously transmitted to multiple City users based on industry accepted secure communication methods and protocols as approved by the City.
- p. The Contractor(s) must deliver their valid PCI-DSS Attestation of Compliance (AOC) annually to the designated City PCI Representative. Contractor(s) must attach a description of the "In-Scope" Cardholder Data Environment and its connectivity to systems supporting the Mobile Payment Application such that the AOC provided can be easily associated with the environment required to be compliant. Please note that Certificates declaring PCI compliance provided by a QSA Security Contractor(s) are not valid forms of proof for PCI Compliance and should never be included.

- q. The Contractor(s) must provide Credit Card Data Flow Diagrams associated with the Attestation of Compliance (AOC) submitted. Annual AOC submissions will only require diagrams if specifically requested.
- r. The Contractor(s) will provide a System that will maintain compatibility with future releases of the mobile and desktop browsers stated above. Upgrades to the System, if needed, will be provided within thirty (30) days of new and updated browsers and operating systems software releases at no additional charge to the City.
- s. The Contractor(s) should be capable of accommodating enhancement requests, including, but not limited to: dynamic pricing, zone reservations, metered loading zones, and a Contractor(s) permit account program. This includes any and all reporting requirements that are generated as a result of enhancement requests. The City is required to carry out local ordinance adjustments as directed by the City of Durham.

**40.4. Enforcement**

- a. The Contractor(s) will provide real-time transaction information (at a minimum License Plate, Start Time, End Time and Location) for enforcement purposes to the City's enforcement handheld Contractor(s) using the City's enforcement application programming interface (API). The Contractor(s) will perform API changes during the term of the contract at no charge to the City.
- b. The Contractor(s) will be capable of integrating with the City's existing enforcement provider (currently AIMS Parking Management System), as well as any future provider that the City contracts with.

**40.5. Audit and Back-End Use/Reporting**

- a. The Contractor(s)'s system shall document parking revenue and activity and generate revenue and activity reports. All reports shall be available online and on demand for City staff who have proper authorization.
- b. The City shall establish its virtual midnight for transaction processing, credit card batch close, and report cutoff times. Establishing virtual midnight shall be a City responsibility that follows applicable instruction and training of City staff by the Contractor(s).
- c. Capture, record and report separately all exception transactions that could not be processed 100% and automatically by the system (swapper, unreadable, lost, foreign, mutilated, used, disputed fee, cancelled, credit card transaction processed in an off-line mode, etc.).
- d. The Contractor(s) will be responsible to manage accounts, transactions, and customer service issues related to the pay by phone payment process.
- e. The Contractor(s) will provide secure access for authorized City personnel to the Contractor(s)'s web-based reporting application to provide financial accountability, reporting, ad hoc querying, revenue reconciliation, and summons adjudication. Accessed data should never include the following cardholder data elements; Primary Account Number (PAN), Service Code, Expiration Date or Sensitive Authentication Data. Data will be available 24/7/365.
- f. The System must provide banking and accounting processing reports and reconciliations to ensure that funds are distributed appropriately and timely.
- g. Contractor(s) will assume the role of Merchant of Record, utilizing their own gateway and processor. Contractor(s) will be responsible for all cost related to credit card processing.
- h. The Contractor(s) understands that parking meter revenues collected through their service must be reconciled through detailed reporting, and revenues remitted (via electronic transfer of funds) to the City bank accounts daily. Revenue will be deposited into 2 separate bank accounts (On Street and Off Street). Reports and revenue for all

transactions must be available to view within twenty-four (24) hours of close of previous day.

- i. The Contractor(s) will provide the City reports in a form and format determined by the City that detail the following:
  - i. Daily Reports
    - o Daily Credit Card Summary
    - o Daily Revenue Summary
    - o Daily Revenue by Zone Number
    - o Daily Revenue by Off-Street Parking Facility
    - o Daily Validations Summary
    - o Daily Validations Summary by Zone Number
    - o Daily Validations Summary by Off-Street Parking Facility
  - ii. Credit Card Reports
    - o Detailed Credit Card Report – displays credit card revenue generated by card type, zone number, off-street facility and date/time period. The report shall include the total sum and chronological listing of each credit card transaction by credit card type. Credit card number shall be masked to display only the last four digits.
    - o Credit Card Reversal/Refund Report – summarizes credit card reversals and refunds, and includes information to identify GL accounts and override information.
  - iii. Minimum Customer Transaction Data:
    - o Each customer transaction should include but not be limited to: requested start and stop date and time and actual start and stop date and time, unique transaction identifier.
    - o Each time extension transaction should include but not be limited to: extension duration, unique extension identifier, extension start and end dates and times, cost of extension based on tiered pricing
    - o models for the space/zone.
  - iv. Minimum Customer Demographic and Support Data
    - o Each customer record should include but not be limited to: Name, email, phone number, address, unique customer identifier and space/zone.
    - o All customer support requests and correspondence related to requests should be recorded.
    - o Record of customer support request should include but not be limited to: unique customer identifier, customer name, unique request identifier.
    - o Records of correspondence should include but not be limited to: the unique request identifier, unique customer identifier, all textual data representing the correspondence between the customer and support agent, attachments, and request status.
    - o Other data deemed necessary by the City to properly evaluate program progress.
  - v. Minimum Reporting Functionality:
    - o All reports should have the ability to be downloaded in the following file formats: pdf, excel, csv (comma separated value).
    - o Separate reporting for On/Off Street locations.
    - o Reports to have the ability to filter transactions by zone, plate, block, date and time.
    - o All reports should have the ability to be filtered by a range of dates and times.

- vi. Minimum Reporting Requirements:
  - Contractor(s) will prepare a report for reconciliation purposes that show all exception credit card transactions, chargebacks, refunds, rejected etc. that show the date of original transaction and date of settled exception transaction.
  - Refund report for submission to the City which includes customer name, transaction date, transaction time, transaction amount, proof of transaction error, proof of error correction to customer, date and time of correction and unique transaction identifier.
  - High/low frequency use report by zone, block, plate
  - The number of transactions processed, total parking revenue separated by On/Off Street and new customer account totals on a daily basis.
  - The number of transactions, geographically depicted, total parking revenue, and the number of service requests and resolutions.
  - The number of transactions, total number of extensions, and parking revenue generated based on tiered pricing and/or a specific range of dates in summary and detailed format.
  - Extension transactional data showing the number of extensions, timeframe and the ability to differentiate the tiered pricing fee.
  - The number of transactions, total number of extensions, and parking revenue generated based on tiered pricing. This report should also provide summations of all transaction amounts as well as groupings and break downs by transaction type and date unit (month, day or, hour, or minute) within specified date range.
  - Daily customer service issue report with issues broken out by status (eg. New, Closed, Open).
  - Other reports deemed necessary by the City.
  - Customer issue correspondence report that includes all correspondence and attachments used to remediate or report an application or support issue.
  - Accurate historical data on transactions as they occurred on dates and times.
- vii. Additional modification to software in response to the City's reporting requirements will be made at no cost to the City.
- viii. Please provide a list of available fields that will be captured for reporting purposes.
- ix. Ad Hoc Reporting on all City-owned data:
  - Minimum Requirements:
    1. Ability to filter by:
      - a. Hour
      - b. Day
      - c. Zip code
      - d. Amount
      - e. Extensions
      - f. Plate
      - g. Zone
- x. City must have the ability to access and maintain read-only data files of all captured information for Ad Hoc reporting via Contractor(s) provided software.
- xi. As requested by the City, the Contractor(s) will provide transaction data to the City's parking meter vendor (currently Flowbird/Parkeon and IPS), off-street Parking Access and Revenue Control System (PARCS) currently TIBA, or to any

vendor under contract with the City during the term of this contract, for integration in the parking meter vendor's back-office data reporting system. This data must be provided via delimited text file or through an API. The Contractor(s) will provide the same access to this data to the City.

- xii. The Contractor(s)s back-end software will include an easy to learn, intuitive interface to permit active monitoring of the system. The application will have the ability to run standard, configurable reports as may be needed. These reports should be capable of being exported to a number of popular formats including Microsoft Excel and Word, Adobe PDF, etc. The reports must be able to be sorted by area, day, week and month.
- xiii. The Contractor(s) will provide the City live administrative support 24/7/365 via a toll-free number specifically for the System's operations, reporting and reconciliation assistance.
- xiv. The Contractor(s) will provide support 24/7/365 via telephone for any technical or critical issues which must be handled directly by Contractor(s) personnel that can address such issues in a timely manner.
- xv. The Contractor(s) will maintain and backup all data from the System, in adequate form, detail and arrangement, for the City's benefit for a minimum of thirty (30) days. In the event of catastrophic loss or termination of the contract, the Contractor(s) will provide the City with the backup of data.

#### **40.6 Training**

- a. The Contractor(s) will furnish, install and provide support and training to City personnel on all handheld hardware and software. All components necessary for installation are to be supplied by Contractor(s).
- b. The Contractor(s) will provide onsite and/or web-based training for the authorized City personnel to navigate and utilize the back-office System including, but limited to, access to all data related to the System for the purpose of enforcement, adjudication, for financial accountability, revenue reconciliation, management and any other functions required by the City.
- c. The Contractor(s) will provide manuals for the System, including any updates during the term of the contract. The Contractor(s) will provide the City with three (3) hardcopies and one electronic version of such manuals.
- d. The Contractor(s) will provide full training to the PARKDurham customer support personnel and any other personnel deemed necessary by the City on the functionality available through the System.
- e. The Contractor(s) may be required to provide an additional twenty-four (24) hours of on-site training, in any area, at the City's request, during the first twelve (12) months after system start-up.
- f. The Contractor(s) may be required to provide an additional (16) hours of on-site training, in any area, at the City's request within 12 months after system acceptance.
- g. Refresher training shall be offered on predefined schedules and/or at the City's request. The refresher courses shall be offered in the City of Durham. The proposers shall identify the frequency and duration of each refresher course.

#### **40.7 Signs/Decals**

- a. The Contractor(s) will provide the City with designs for all informational materials including public right-of-way signs and pay station decals for City review and final approval.
- b. All materials will be consistent with the City's parking sign templates. The Contractor(s) will agree to utilize pre-existing zone numbers that currently correspond with meter

locations. Contractor(s) will be responsible for any and all costs pertaining to the installation of signage. All manual labor will be performed by City personnel and Contractor(s) will be invoiced.

- c. The Contractor(s) agrees to remove immediately, at its sole cost and expense, upon written demand by the City, any signage that has not been previously approved by the City.
- d. Contractor(s)s invited to give a presentation after proposals are submitted will be required to provide sample signs and decals at the time and date of the presentation.
- e. The Contractor(s) will keep a local printing contract with an City approved printer for the replacement of damaged location/meter decals. Replacement or additional decals will be delivered to the City's designated personnel person no later than 14 days from requests for the same.

#### **40.8 Quality Assurance**

- a. All Mobile Parking Payment components and their installation shall comply with all laws, ordinances, codes, rules, and regulations of public authorities having jurisdiction over this part of the work. It shall be the responsibility of the Contractor(s) to meet these and all other current technical, performance, privacy, and safety standards that are applicable to all components and to the entire system, even when not specifically referenced. It shall be the Contractor(s)'s responsibility to obtain any and all permits that are required to complete this work.
- b. The Mobile Parking Payment System shall be an open-architecture system where all interfaces (hardware and software) conform to national and International Organization for Standardization (ISO) standards.
- c. Contractor(s) shall be responsible for insuring all shipped items. Any items damaged during shipping shall be replaced and shipped to the City of Durham, by expedited means if requested, at no additional cost to the City.

#### **40.9 End of Contract**

- a. All data generated from the System will be the property of the City. At the end of the contract term, or at any other time during the duration of the contract, as requested by the City, the Contractor(s) will make available to the City within seventy-two (72) hours of request, in Microsoft Excel or CSV files, all City owned data as specified in 5.11.
- b. Contractor(s) will preserve City access to web-based software interface for searching, filtering, and viewing all City owned data for 12 months after the termination of the contract. In the event that the Contractor(s) is not selected to provide the System required by the contract after the expiration of the contract, the Contractor(s) will provide continued access for at least twelve (12) months after the end of the term of the contract to the System's adjudication, financial, revenue reconciliation, management and any other back-office reporting functions required by the City.
- c. Within thirty (30) days prior to contract expiration or termination the Contractor(s) will inform all service users in writing of the final date that it will process transactions in Durham.
- d. At contract termination, all data will be returned to the City and destroyed by the Contractor(s) after the City has confirmed receipt of the data. This includes clearing the data from any backup or disaster recovery system set in place by the Contractor(s). This data cannot be sold or used after the contract expires.
- e. At the completion of the term of the contract, inclusive of renewal period if applicable, if exercised by the City, the Contractor(s) will:



- i. Within thirty (30) days prior to contract expiration or termination, inform all System users in writing of the final date that it will process transactions in Philadelphia locations;
  - o Within thirty (30) days prior to contract expiration or termination, provide the City with all City owned data as outlined in this Request for Proposal.
  - o Immediately disconnect API feeds to City systems
  - o As directed by the City, remove any Contractor(s) specific markings, labels, signs, ads and handouts that may have been installed or provided pursuant to the contract and/or reimburse the City for use of its labor force to complete any removal work.

#### **40.10 Cost of Integration**

- a. It is the intent of the City that the Contractor(s) assume all responsibility for the total cost of integration; credit card processing fees, on-going service costs, cost of any equipment and software, (including parking enforcement software) required at City facilities to enable the operation of the Contractor(s)'s System and services; multi-space meter stickers, signage, cost of maintenance, enhancement requests, updates and technical support; any advertising of the service; and any other costs whatsoever associated with this service. It is anticipated that the selected Contractor(s) will be responsible for performing all integration services related to the System, except for the installation and maintenance of signage. The City intends to perform the work necessary to install and maintain the appropriate signage to operate the System.

#### **40.11 Third Party Services**

- a. List names of any technology companies that your organization is partnered with, the nature of your relationship, and the value that it brings to your proposed solution and ultimately to the City of Durham.
- b. Describe your overall approach to developing, testing, implementing and upgrading system interfaces to third-party systems.
- c. Describe how customer information is used, retained and discarded by third-party entities.
- d. Detail any limitations/issues regarding the willingness or ability to interface/integrate the proposed system with other third-party systems.
- e. The City shall negotiate contracts directly with any third party service, when the City is required to sign a contract directly with the third party.

#### **40.12 Curbside and Garage Space Management**

- a. In consideration of future mobile payment functionality, the City would like to evaluate Contractor(s) capabilities to implement such features without the need for future product development given its desire to build demand for the curb space.
- b. In consideration of future functionality, the City is interested in learning from Contractor(s) about their capability to provide off-the-shelf curbside and garage space management (i.e., paid loading zones, pickup/drop off zones for passengers and food delivery, paid electric vehicle charging stations, etc).

#### **50. Compensation Amount and Schedule.**

- a. Compensation will be based on the fees and cost submitted on the Confidential Fee/Cost Proposal forms submitted by the respondent.
- b. The City may elect to either (1) require the selected Contractor to submit invoices on a monthly basis for the total convenience fee amounts generated within the respective

month; or (2) require the applicable convenience fees to be charged to the customer (end-user).

- c. If the City elects to be invoiced on a monthly basis, the City will remit payments to the Contractor monthly within 30 days of receipt of the monthly invoice.
- d. Exhibit C is the Confidential Fee/Cost Proposal Form that is to be submitted with the proposal.

**60. Definitions in this RFP: City, RFP, Proposal, Candidate, Contractor(s), Should.**

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

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

**80. Trade Secrets and Confidentiality.**

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

Definitions.

In this section (Trade Secrets and Confidentiality) –

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

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

- a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
- b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy? The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

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

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

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

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

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

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

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

Definitions. As used in this subsection (c), "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. "Indemnitees" means the City, and officers, officials, independent Contractor(s), agents, and employees, of the City. "Indemnitees" does not include the

candidate. The City may require the candidate to provide proof of the candidate's ability to pay the amounts that may reasonably be expected to become monetary obligations of the candidate pursuant to this section. If the candidate fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any person (including the City itself) to be placed in substantial risk of imprisonment, of being found by a court to be in contempt, or of being in violation of a court order. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the candidate.

**85. Reserved.**

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

**100. Insurance.**

The Contractor(s) agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverages and limits. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Contractor(s), is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor(s) under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability, or Personal and Advertising Injury Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor(s) does not own automobiles, Contractor(s) agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.

Umbrella or Excess Liability – Contractor(s) may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor(s) agrees to endorse the City of Durham as an 'Additional Insured' on the Umbrella or Excess Liability unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Worker's Compensation & Employers Liability – Contractor(s) agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 for each accident, each employee, and policy limit. This policy must include a Waiver of Subrogation.

Cyber Liability – Limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

Additional Insured – The Contractor(s) agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read City of Durham as its interest may appear.

Certificate of Insurance – Contractor(s) agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor(s)'s insurer. If Contractor(s) receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein or receives notice that coverage no longer complies with the insurance requirements herein, Contractor(s) agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

City of Durham  
Attn: Transportation Department Office of Parking Management  
101 City Hall Plaza  
Durham, NC 27701

All primary insurance carriers must be authorized to do business in North Carolina.

**110. Discretion of the City.**

A. The City of Durham reserves the right to reject any or all proposals, or accept that proposal which the City deems to be in its best interest, whether or not it is the lowest dollar proposal.

B. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the contrary provision refers specifically to this provision, the City reserves the right (i) to negotiate changes of any nature with any candidate with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not it is said that a proposal will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for some or all of the work with one or more persons, firms, or corporations that do not submit proposals. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion. This subparagraph B applies to the entire RFP, including the UBE portions.

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

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

## SCHEDULE

### 120. Schedule.

Listed below is the anticipated schedule for all actions related to this RFP. In the event that there is any change or deviation from this schedule, such change will be posted on the City's website at <https://www.durhamnc.gov/bids.aspx>

Issuance of RFP:	May 30, 2023
Non-Mandatory Pre-Proposal Conference	June 7, 2023
Questions from Proposers Due:	June 9, 2023
Responses to Questions posted on City website	June 12, 2023
<b>Proposals Due by 3:30pm</b>	<b>June 30, 2023</b>
Finalist Presentations, if needed	July 12, 2023
City Council Work Session:	August 10, 2023
City Council Meeting:	August 21, 2023

### 130. Keeping Proposals Open.

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

### 140. Deadline to Submit Proposals.

Candidates should see that their proposals are received at the following email address: Thomas.Leathers@durhamnc.gov by **Friday, June 30, 2023 at 3:30pm.**

## GETTING MORE INFORMATION ON THE PROJECT AND RFP PROCESS

### 150. Questions.

Questions about the RFP and the RFP process should be submitted to the project manager identified at the beginning of this RFP by Friday, June 9, 2023 at 3:30pm.

### 160. Pre-submittal conferences, meetings, and site visits.

The City will conduct a non-mandatory Pre-Proposal Conference on **Wednesday, June 7, 2023 at 10:00a.m.** in the Office of Parking Management, located at 105 W. Morgan Street, Suite 104, Durham N.C. 27701 and virtually via Zoom. Contact Administrative Technician Sharon Zeigler by email at [Sharon.Zeigler@durhamnc.gov](mailto:Sharon.Zeigler@durhamnc.gov) for a link to the meeting. Attendance at the pre-proposal meeting is strongly encouraged, but not required. Attendees should already be familiar with this RFP.

### 170. Updates and revisions to RFP.

To ensure receipt of any addenda to the RFP, please contact the Project Manager to register as an interested firm. The City is not responsible for providing updated information/changes to firms not known by the City as holding a copy of this RFP. If you have supplied the Project Manager with your preferred method of contact (email, fax, etc.), updates to this RFP ("addendums" or "addenda") will be sent to you in that manner. This RFP and addendums are normally posted on the City's website, on the Purchasing Division's webpage. Check that webpage to see that you have received all addenda.

## EVALUATION CRITERIA

### 180. Evaluation Criteria.

If an award is made, it is expected that the City's award will be to the candidate that agrees to meet the needs of the City. A number of relevant matters will be considered, including qualifications and cost. The Evaluation Criteria are intended to be used to make a recommendation to the entity or person (the City Manager or the City Council) who will award the contract, but who are not bound to use these criteria or to award on the basis of the recommendation. The City reserves the right to change the criteria and to otherwise vary from this procedure as it determines to be in the City's interest.

### 190. Understanding of the Project— 10 points

Proposals will be evaluated against the questions set out below.

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

### 200. Methodology Used for the Project— 10 points

Proposals will be evaluated against the questions set out below.

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

### 210. Management Plan for the Project— 20 points

Proposals will be evaluated against the questions set out below.

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

**215. Technical Specifications for the Project – 25 points**

Proposals will be evaluated against the respondents' abilities to address Section 40 Scope of Work of the RFP proposals. How well does the Proposal provide evidence of the firms' ability to satisfy the stated objectives in each of the following categories.

- a) Section 40.1 Quality Assurance
- b) Section 40.2 Front-End Users/Customer Service
- c) Section 40.3 System Specifics
- d) Section 40.4 Enforcement
- e) Section 40.5 Audit and Back-End Use/Reporting
- f) Section 40.6 Training
- g) Section 40.7 Signs/Decals
- h) Section 40.8 Quality
- i) Section 40.9 End of Contract Requirements
- j) Section 40.10 Covered in Cost Proposal
- k) Section 40.11 Third Party Services
- l) Section 40.12 Curbside and Garage Space Management

**220. Experience and Qualifications— 15 points**

Proposals will be evaluated against the questions set out below.

*Questions regarding the personnel.*

- (a) Do the individuals assigned to the project have experience on similar projects?
- (b) Are resumes complete and do they demonstrate backgrounds that are desirable for individuals engaged in the work the project requires?
- (c) How extensive are the applicable education and experience of the personnel designated to work on the project?
- (d) How knowledgeable are the candidate's personnel of the local area and how many individuals have worked in the area previously?
- (e) How effective is the candidate at maintaining or promoting a diverse workforce based on its response to the Contractor(s) Workforce Diversity Questionnaire?

*Questions regarding the candidate:*

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

**230. Cost/Fee Proposal - 20 points**

The Contractor shall be compensated through per transaction convenience fees paid by parking customers (the end users of the service). The lowest cost proposal will receive the maximum number of points allocated to cost. Cost is one of a number of factors, so a candidate with the lowest cost cannot count on being selected.



Describe the pricing model employed by your system. At a minimum, please describe:

- a) The per transaction fee charged to each customer transaction:
- b) If a per-transaction fee is charged, is this fee included on both the initial transaction and later transactions when extending time?
- c) What other incidental costs will be borne by the City as part of this proposal?
- d) For private label application, where the City logo or the branding elements can be placed on a specific payment application developed by you (the Contractor), what is the fee for such development, if any?
- e) What is the process for notifying the City of transactional fee changes, or other fee changes that may occur?
- f) Itemize and describe in detail all costs to mobile parking customer:
  1. Cost per transaction started
  2. Cost per transaction extended
  3. Is there a registration fee for parking customers? If yes, what is the cost and frequency?
- g) Itemize and describe, in detail, all costs to the City, and any costs not included in the categories above (please include a detailed explanation with each additional cost).

To respond to the requirements of this section, Proposers should complete RFP Exhibit C – Cost Proposal Worksheet.

## **CONTENTS OF PROPOSAL**

### **240. Contents of Proposal.**

Proposers interested in responding to this RFP must provide all information as requested in this Request for Proposal. For consideration, all proposals should be as responsive as possible to the solicitation. In an effort to adequately evaluate proposal submissions, the Offerors should use the following format, numbered as follows:

1. **Introductory Letter of Vendor (no more than 2 pages).** The proposal should contain a cover letter, signed by a principal of the candidate. The cover letter may be two pages and will not count towards the overall page limit. The cover letter should contain the following statements and information.
  - a. Statement 1. The undersigned, whose title and position with the candidate are stated next to or beneath his or her signature, has the authority to submit this proposal (including this cover letter) on behalf of the candidate in response to the City of Durham's Request for Proposals.
  - b. Statement 2. Unless otherwise clearly stated in this response to the RFP, our proposal accepts the terms and conditions stated in the RFP, including the description of services to be performed and the provisions of the contract to be signed.
  - c. Statement 3. This submittal is not an offer, and the candidate retains the right to decline to enter into a contract with the City for this project.
  - d. Statement 4. The cover letter should contain one of the following two paragraphs A or B. If (i) the cover letter lacks both paragraph A and paragraph B, or (ii) the cover letter contains paragraph A but fails to comply with the instructions in the section of the RFQ titled "Trade Secrets and Confidentiality," the City may treat everything it receives from the candidate as not trade secret or confidential, and the City may disclose to the public everything it receives from the candidate.
    - A. With respect to all trade secrets that the candidate may submit to the City in connection with this proposal or the contract, if the contract is awarded to the candidate, the candidate shall comply with the section of the RFQ

titled "Trade Secrets and Confidentiality," including all of its subsections, including the subsection titled "Defense of City." The candidate acknowledges that the City will rely on the preceding sentence.

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

2. **Contact information.** Include the candidate's name and address, and the contact information (name, mailing address, email address, fax number, and telephone number) of the person whom the City should contact regarding the proposal.
3. **Legal Status of the Candidate and Signers.** State the full, exact name of the candidate. State whether the candidate is an individual, corporation, limited partnership, general partnership, limited liability company, professional corporation, professional association, etc. If it is anything other than an individual or a general partnership, specify the State under which the entity is organized. If the State under which the entity is organized is not North Carolina, specify whether the candidate has received a certificate of City from the N. C. Secretary of State to transact business in North Carolina. State whether the entity is in existence at the time the proposal is submitted, and if not, whether and when the candidate intends to officially form the entity. State the names and titles of the individuals who will sign the contract with the City.
4. **Qualifications, References, and Licenses.**

Proposer shall provide a description of the qualifications, certifications, and abilities of the organization and personnel who shall be responsible for performance of the services in projects of a similar nature. Such description shall, at a minimum, include the following:

  - a. Provide an organizational chart which clearly identifies the key members of the project team. Subconsultants should be included. Specifically identify the individual(s) who will likely serve as project manager(s).
  - b. Provide one page resumes for all staff included on the organizational chart. Provide the following information on each resume. Resumes will not be counted towards the page limit.
  - c. Describe any previous collaboration(s) between key team members, the responsibilities of each team member during these collaborations, and the project(s) outcome. Cite any significant achievements reached as a result of this collaboration. Discuss the successes of the team collaboration, any design or constructability related problems encountered, and methods used to mitigate issues. Describe and number collaborations between staff in the same firm, and collaborations between firms.
  - d. A description of the Proposer's financial stability and other resources that most adequately ensures the delivery of acceptable services to the City. The Proposer shall indicate the type of organization they represent, i.e. individual, partnership or corporation. If the Contractor(s) represents a corporation or partnership, the names of the President, Vice-President, Secretary, Treasurer and all principals or partners shall be listed. The Proposer should provide financial statements - i.e. audited annual financial reports, for the previous three (3) years.

- e. List the current licenses that are pertinent

## 5. Experience

The City desires vendors with a minimum of five (5) years of experience with various parking technology solutions in U.S. markets. Proposers shall provide a concise description of their work experience as it relates to the scope of work outlined herein. List a minimum of five (5) relevant, similar municipal projects, either currently in progress or having been completed in the past two (2) years, including any projects within North Carolina, containing work demonstrating the skills and abilities of the key team members as follows:

- a. List only projects involving the key team members or Sub-Contractor(s) proposed for this Project.
- b. List projects in date order with newest projects listed first and include the following:
  - Brief project description;
  - Dates and times the project services were performed;
  - Owner's representative having knowledge of the firm's work, include the contact name, phone, email, mailing address;
  - Provide the initial award of contract amount, the final contract amount (include any and all change orders) and the total time period to complete the work. Please note whether contract work was completed on time and/or within budget.
  - Name of team member(s) involved; including any changes to the project team and/or key member(s) after project initiation, and if the key team member(s) completed the project. Include the project's current status if it is not yet completed. If experience for any key team member is listed from a previous employer, fully disclose with what firm the work was performed.
- c. The Contractor(s) must provide resumes and bios of all its principals, outlining related experience in the development, creation, implementation or oversight of the product/service it is proposing to provide to the City of Durham.
- d. The Contractor(s) must identify the project manager it proposes to assign to the City's potential contract. Please also provide the project managers resume and bio.
- e. The Contractor(s) must provide a record of past performance on five (5) projects of similar scope, size, and budget as the City's project, including adherence to the schedules, deadlines and budgets. Include three references with contact information (e.g., name, title, company, phone, address, and email) of the key individuals worked with on the three (3) projects related to this section. The Contractor(s) agrees that the City may contact the references given at the City's discretion.
- f. Provide clear, descriptive information on the following:
  - A description of the company's background and history, including year established, former names, and type of ownership. Also provide the name of the authorized office/representative for the company with regard to negotiation and contractual matters.
  - Number of personnel currently available for the services described herein.

- The location of any local office, as well as any office location that may provide off-site services
- Describe what is distinctive about your firm and the services you offer, including any value-added services.
- The City may reject proposals from any candidate that does not hold licenses required by N.C. laws to perform the contemplated work. –or - If a N. C. license or other approval by a N.C. State agency is required to perform the work and a candidate lacks such a license when it submits its proposal, the City may consider that circumstance in making the award.

**5. Project Team, Location of Work, and Subcontracting.** State the names and qualifications of the individuals who will have responsibility for this project.

**4.5. Workforce Diversity Questionnaire.** Complete the Exhibit B: *Contractor(s) Workforce Diversity Questionnaire* and provide it with your proposal.

**5. Methods and Procedures.** The Contractor(s) must provide a detailed and comprehensive Implementation and Management Plan that outlines each step and deliverable that will be required to implement their proposed solution in its entirety.

**6. Compensation.** The Contractor(s) shall be compensated through per transaction convenience fees paid by the parking customers (the end users of the service). No convenience fees or transactional fees are to be charged to the City by the Contractor(s).

**7. Assumptions regarding City of Durham Actions and Participation.** If your proposal assumes that the City will take certain actions, provide facilities, or do anything else, you should state these assumptions explicitly.

## **8. EQUAL BUSINESS OPPORTUNITY PROGRAM**

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

**The design goals for this project are 0% M/UBE and 0% W/UBE.** In accordance with the Ordinance, all proposers are required to provide information requested in the Professional Services Forms package included with this request. Proposals that do not contain the appropriate, completed Professional Services Forms may be deemed non-responsive and ineligible for consideration. The UBE Participation Documentation and the Letter of Intent to Perform as a Sub-consultant documents are required of all proposers. The Request to Change UBE Participation and "UBE Goals Not Met/Documentation of Good Faith Efforts" forms are not applicable at this time.

The Finance Department is responsible for the Equal Business Opportunity Program. All questions about Professional Services Forms should be referred to department staff at (919) 560-4180.

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

10. **Conflict of Interest.** If the candidate has any grounds to believe there could be a conflict of interest, such as that a City employee who is involved in awarding the contract has a connection with the candidate, please explain.

11. **Non-collusion.**

Sign the following and include it with your response:

**NON-COLLUSION AFFIDAVIT**

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

\_\_\_\_\_.

*(insert name of candidate)*

\_\_\_\_\_

*(signature of individual)*

**ACKNOWLEDGMENT**

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

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

\_\_\_\_\_

Place where acknowledgment occurred: County of \_\_\_\_\_, State of \_\_\_\_\_

Notary's Residence: County of \_\_\_\_\_, State of \_\_\_\_\_

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

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public

My commission expires:

\_\_\_\_\_

## COVER LETTER WITH PROPOSAL

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

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

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

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

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

-or-

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

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

## HOW TO SUBMIT A PROPOSAL?

### **270. How to submit a proposal.**

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

Write the following prominently on the outside of the envelope: **RFP 23-0022.**

Proposals are to be received no later than **June 30, 2023 at 3:30pm.** Proposals should be emailed to [Thomas.Leathers@durhamnc.gov](mailto:Thomas.Leathers@durhamnc.gov).

**280. Reserved.**

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

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

**310. State Treasurer's lists regarding Iran and Boycott of Israel.** If the value of the contract is \$1,000 or more, the following applies unless the candidate otherwise states in its proposal: the candidate affirms (by submitting a proposal) that (1) its name does not appear on the list of companies that are engaged in a boycott of Israel developed by the N. C. State Treasurer under N.C.G.S. 147-86.81(a)(1) or on a list created by the Treasurer pursuant to N.C.G.S. 147-86.58 as a company engaging in investment activities in Iran, and (2) it has no reason to expect that its name will appear on either of those lists. Take notice that a contract between a company named on either list and the City may be void.

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

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

**330. Values of City of Durham regarding Treatment of Employees of Contractor(s)**

A. Statement of City EEO Policy. The City of Durham opposes discrimination in employment because of race, color, religion, national origin, sex, disability, age, familial status, military status, sexual orientation, gender identity, and protected hairstyle. Therefore, it desires that firms doing business with the City:

1. not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, age, familial status, military status, sexual orientation, gender identity, and protected hairstyle.
2. take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, national origin, sex, disability, age, familial status, military status, sexual orientation, gender identity, and protected hairstyle. This action includes employment, upgrading,

- demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
3. state, in solicitations or advertisement for employees, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, age, familial status, military status, sexual orientation, gender identity, and protected hairstyle.
  4. include this Statement of City EEO Policy in every purchase order for goods to be used in performing City contracts and in every subcontract related to City contracts.

**B. Livable Wage.**

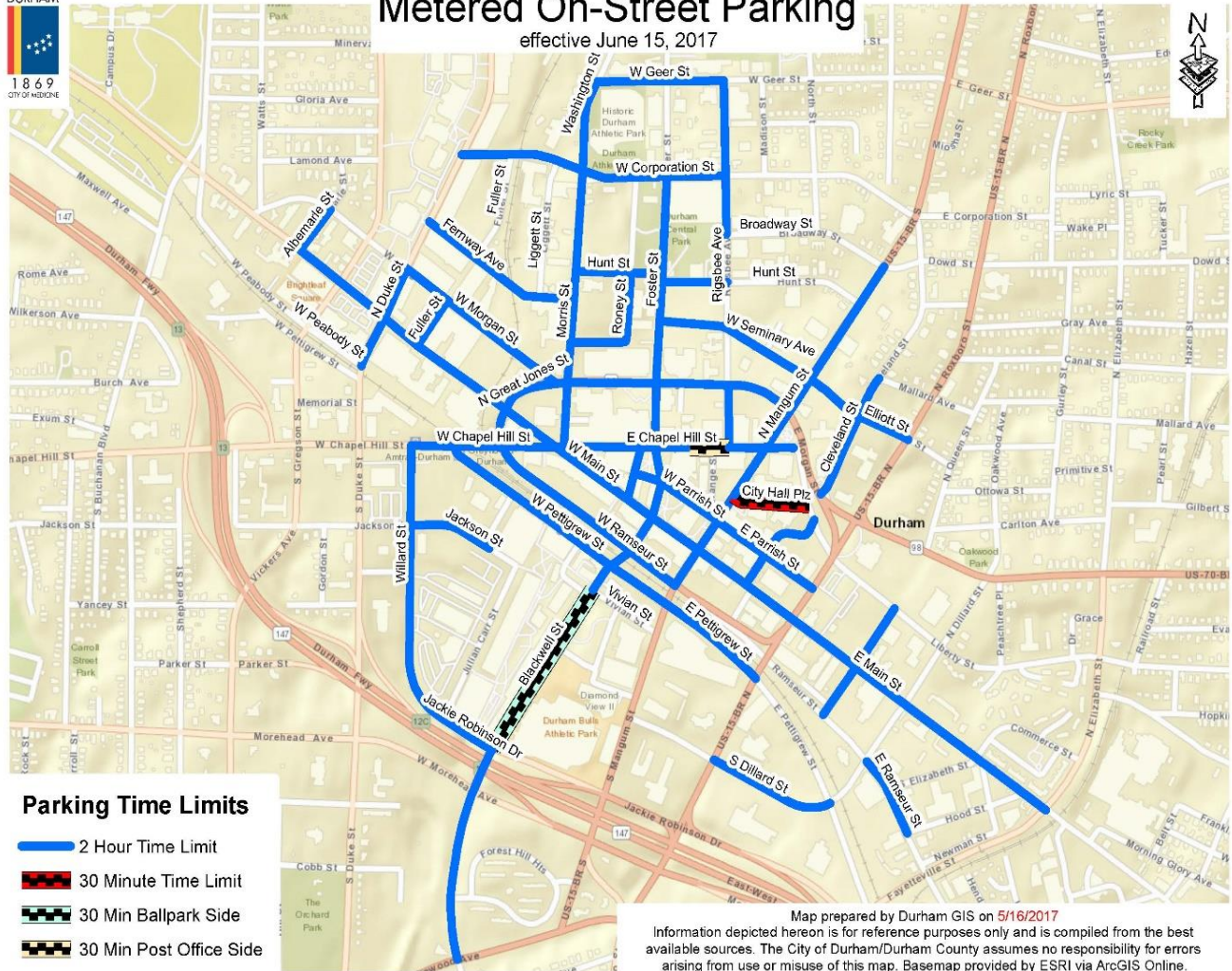
The City of Durham desires that firms doing business with the City pay their workers a livable wage rate while working on City contracts. The livable wage rate is \$17.60 per hour through June 30, 2023. The City will re-set the rate for the period after June 30, 2023.



# EXHIBIT A ON-STREET METERED PARKING MAP



## Metered On-Street Parking effective June 15, 2017



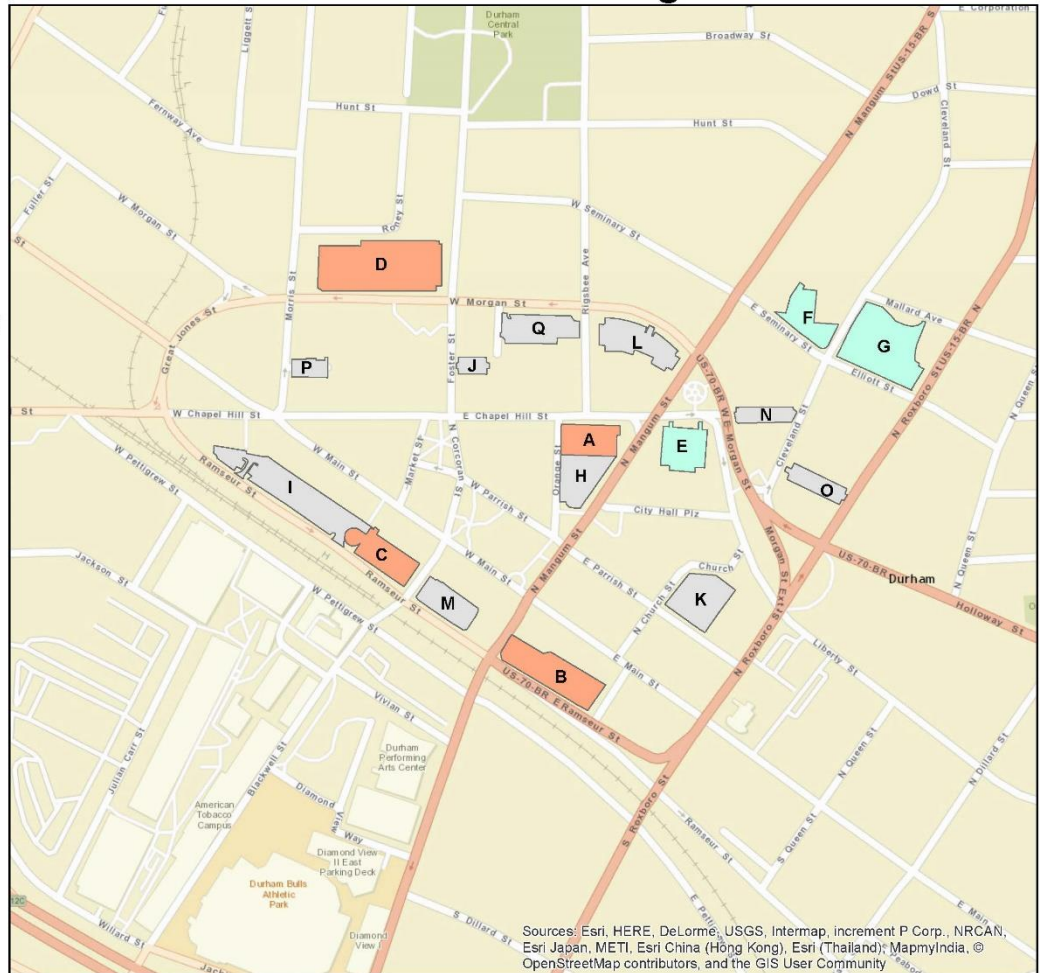
**EXHIBIT B: OFF-STREET PARKING FACILITIES MAP**



**Downtown Durham Parking Facilities**

**Downtown Parking**

- A** Chapel Hill Street Deck
- B** Church Street Deck
- C** Corcoran Street Deck
- D** Durham Centre Deck
- E** Annex Garage (Empl. Parking)
- F** Lot 37 (Employee Parking)
- G** Lot 38 (Employee Parking)
- H** Chapel Hill Street Lot
- I** Corcoran Street Lot
- J** Lot 4
- K** Lot 8
- L** Lot 14
- M** Lot 20
- N** Lot 29
- O** Lot 40
- P** Manning Place
- Q** Marriot Lot



Map prepared by Durham GIS on 2/29/2016  
 Information depicted hereon is for reference purposes only and is compiled from the best available sources. The City of Durham/Durham County assumes no responsibility for errors arising from use or misuse of this map. Basemap provided by ESRI via ArcGIS Online.

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

**Note: Lot L is now the Morgan/Rigsbee Parking Garage**



## EXHIBIT D: Sample Model Services Contract

CONTRACT FOR [*descriptive title to be inserted*]

This contract is dated, made, and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City of Durham ("City"), a N. C. municipal corporation, and [*name of firm*] ("Contractor(s)"), [*Indicate type of entity, for instance:*  
*a corporation organized and existing under the laws of [name of State];*  
*a limited liability company 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 and existing under the laws of [name of State];*  
*a sole proprietorship;*  
*or a general partnership*  
*If it's a corporation, LLC, or limited partnership, use the above "organized and existing" language, and do not substitute news about the Contractor(s)'s principal office or place of business.].*

Sec. 1. Background and Purpose. [*Several sentences are usually enough. Don't put sentences here if you want to be able to enforce them. You have all the other sections of the contract for enforceable sentences.\**]

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor(s)'s. The Contractor(s) shall [*state the services to be provided and the schedule for those services.\**]. In this contract, "Work" means the services that the Contractor(s) is required to perform pursuant to this contract and all of the Contractor(s)'s duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor(s).

Sec. 3. Reserved.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor(s) 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. 5. Contractor(s)'s Billings to City. Compensation. The Contractor(s) shall be compensated through per transaction convenience fees paid by the parking customers (the end users of the service). No convenience fees or transactional fees are to be charged to the City by the Contractor(s).

Sec. 6. Prompt Payment to Sub-Contractor(s)s. (a) Within 7 days of receipt by the Contractor(s) of each payment from the City under this contract, the Contractor(s) shall pay all Sub-Contractor(s)s (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Sub-Contractor(s) be delayed by more than 7 days after receipt of payment by the Contractor(s) from the City under this contract, the Contractor(s) shall pay the Sub-Contractor(s) interest, beginning on the 8<sup>th</sup> day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, each Sub-Contractor(s) shall have the right to enforce this subsection (a) directly against the Contractor(s), but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled "Prompt Payment to Sub-Contractor(s)s," he or she will be referred to as the "Project Manager") determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor(s) the sums estimated by the Project Manager to be

(i) the amount of interest due to the Sub-Contractor(s) under subsection (a), and/or

(ii) the amounts past-due under subsection (a) to the Sub-Contractor(s) but not exceeding 5% of the payment(s) due from the City to the Contractor(s).

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled "Prompt Payment to Sub-Contractor(s)s") shall prevent the Contractor(s) at the time of invoicing, application, and certification to the City from withholding invoicing, application and certification to the City for payment to the Sub-Contractor(s) for unsatisfactory job progress; defective construction not remedied; disputed work; third party claims filed or reasonable evidence that claim will be filed; failure of Sub-Contractor(s) to make timely payments for labor, equipment, and materials; damage to Contractor(s) or another Sub-Contractor(s); reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by the City.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor(s) provide statements from any Sub-Contractor(s)s designated by the Project Manager regarding the status of their accounts with the Contractor(s). The statements shall be in such format as the Project Manager reasonably requires, including certified statements and notarization if so specified.

Sec. 7. Insurance. [*City staff –to be filled in. Consult Risk Management.\**]

Sec. 8. Performance of Work by City. If the Contractor(s) fails to perform the Work in accordance with the schedule required by this contract, 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(s) notice of its intention. The Contractor(s) 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. [*City staff – Regarding the first sentence of this section: It is possible that -- and acceptable if -- the schedule is not called "schedule." The schedule may be scattered about the contract. Try to indicate where the schedule is; an improved sentence might read: If the Contractor(s) fails to perform the Work in accordance with the schedule required by this contract, including the schedule required by section \_\_, 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.\**]

Sec. 9. Exhibits. The following exhibits are made a part of this contract: [*If none, write "None." Try to put your requirements, etc. into Section 2 and Section 3 of this contract, or in other appropriate places in this contract, instead of in exhibits. Unless what you want to say is really long, don't use an exhibit. It's easier to keep track of text that is in the middle of the contract and even makes it easier to number the pages. Heavy use of exhibits probably goes back to pre-computer days, when it was hard to cut and paste.\**]

Exhibit A [*Insert title of exhibit*] containing [*insert number*] page(s).

Exhibit B [*Insert title of exhibit*] containing [*insert number*] page(s).

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



Sec. 10. Notice.

(a) In General. This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and extension or renewal of the term.

(b) Means of Delivery of Notice. (i) Common Carrier. All such notices shall be in writing and sent by common carrier or personal delivery. Those sent by common carrier shall include instructions to obtain the recipient's signature and/or a signature at the recipient's address. Common carrier means UPS, FedEx, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or United States Postal Service (USPS). (ii) Notice given by Personal Delivery. If the sender causes the notice to be hand delivered to a natural person 18 years or older at the address of the Contractor(s) indicated under subsection (f) below, notice is deemed given. (iii) Common Carrier Leaves Notice. If the sender obtains a signature through a common carrier pursuant to subsection (i), notice is deemed given. If, however, the common carrier does not obtain such a signature between 8:30 AM – 4:30 PM Monday-Friday on a day that is not a Holiday but leaves the notice in a place that it deems safe without obtaining a signature, this process constitutes delivery of the notice provided that the sender also sends the notice by email or fax. Notice is deemed given on the later of (x) the leaving of the notice by the common carrier and (y) the email or fax. A notice is deemed emailed on the date that the sender attempts to send it. A notice is deemed faxed at the earlier of when successfully received or when faxing is unsuccessfully attempted three times at least ten minutes apart. (iv) Requested Additional Method. Regardless of the method of giving notice, the sender is requested but not required to also send it by fax or email.

(c) When Notice Period Is Less than 9 Days. If a required notice period is less than 9 days, the sender is requested to make reasonable attempts, before or promptly after giving notice under subsection (b), also to orally communicate the substance of the contents of the written notice, in person or by telephone. Failure to satisfy this subsection shall not render the written notice invalid.

(d) When Undeliverable Notice Is Deemed Sent by Common Carrier. If a notice sent by common carrier is undeliverable because the address or other information provided to the sender by the other party (the intended recipient) is incorrect, incomplete, or out of date, or for any other reason; and the sender also sends the notice by fax or email, notice is deemed given on the later of (x) the sender's placing the notice in the custody of the common carrier and (y) the fax or email. A notice is deemed emailed on the date that the sender attempts to send it. A notice is deemed faxed at the earlier of when successfully received or when faxing is unsuccessfully attempted three times at least ten minutes apart.

(e) Change of Address. A change of address, fax number, email address, telephone number, or person to receive notice shall be made by notice given to the other party.

(f) Addresses. Subject to change pursuant to subsection (e), the addresses for these notices are:

To the City:

[Insert name and department]

City of Durham

101 City Hall Plaza

Durham, NC 27701-3329

The fax number is (919) \_\_\_\_\_

Email:

To the Contractor(s):

[Insert name and address]

The fax number is \_\_\_\_\_.

Email:

Sec. 11. Indemnification. (a) In general. The terms of subsection (c) (Standard Indemnification Provision) below shall apply to the Contractor(s), subject to subsections (d) through (k), where applicable.

(b) Definitions. These definitions apply to this Section unless otherwise stated.

Contractor(s) – Each party to this contract except the City of Durham.

Construction agreement -- any promise or agreement in, or in connection with, a contract or agreement 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.

Defend –In this Section except in subsection (c), defend means to pay for or furnish counsel at the expense of the Contractor(s) to defend any of the Indemnitees against claims alleged or brought against any of the Indemnitees by a third party alleged or brought in any court or other tribunal, including forms of alternative dispute resolution required by law or contract, before the court or tribunal has reached a final determination of fault.

Derivative parties -- with respect to a party, any of that party's Sub-Contractor(s)s, agents, employees, or other persons or entities for which the party may be liable or responsible as a result of any statutory, tort, or contractual duty.

Design professional -- a person or entity who is licensed under and provides professional services regulated by Chapters 83A, 89A, 89C, 89E, or 89F of the N. C. General Statutes.

Design professional agreement -- any promise or agreement in, or in connection with, a contract or agreement with a design professional to provide design professional services.

Design professional services -- a service or work performed by a design professional for which licensure is required under Chapters 83A, 89A, 89C, 89E, or 89F of the N. C. General Statutes.

Fault – a breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violations of applicable statutes or regulations.

Indemnitees -- City and its officers, officials, independent Contractor(s)s, agents, and employees, excluding the Contractor(s).

Sub-Contractor(s) – any person or entity, of any tier, providing labor or material through the Contractor(s) for use on the project at issue in the applicable construction agreement or design professional agreement.

(c) Standard Indemnification Provision. (i) The Contractor(s) shall defend, indemnify, and hold 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(s) or its derivative parties. In performing its duties under this subsection “c,” the Contractor(s) shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (ii)

“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 attorney’s 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. By appropriate litigation, each Indemnitee, severally, shall have the right to enforce this section (titled “Indemnification”) directly against the Contractor(s), but not against the City of Durham.

(d) Restriction regarding Indemnitees’ Negligence. This contract shall not require the Contractor(s) 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.

(e) Restriction regarding Fault in Construction Agreements and Design Professional Agreements. If this contract is a construction agreement or design professional agreement, nothing in this contract requires the Contractor(s) to indemnify or hold harmless Indemnitees or any other person or entity against losses, damages, or expenses unless the fault of the Contractor(s) or its derivative parties is a proximate cause of the loss, damage, or expense indemnified.

(f) Restriction regarding Negligence of Design Professionals. Nothing in this contract requires the Contractor(s), provided that it is a design professional, to defend Indemnitees or any other person or entity against liability or claims for damages, or expenses, including attorney's fees, proximately caused or allegedly caused by the professional negligence, in whole or in part, of the Contractor(s), the City, or their derivative parties, whether the claim is alleged or brought in tort or contract.

(g) Liability When at Fault. The parties intend that nothing in this contract shall be construed to exclude from any indemnity or hold harmless provisions enforceable under subsection (d) (Restriction regarding Indemnitees' Negligence) and subsection (e) (Restriction regarding Fault in Construction Agreements and Design Professional Agreements) any attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the City to defend against third party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of the City by law or by contract, if the fault of the Contractor(s) or its derivative parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified. Every provision in this contract that violates the parties' intent expressed in the preceding sentence shall be construed and revised to the extent that it is lawful in order to make the provision conform with such intent.

(h) Insurance Contracts and Bonds. This Section does not affect an insurance contract, workers' compensation, or any other agreement issued by an insurer; and this Section does not apply to lien or bond claims asserted under Chapter 44A of the N.C. General Statutes.

(i) Other Provisions. Every provision in this contract that violates subsection (d) (Restriction regarding Indemnitees' Negligence), subsection (e) (Restriction regarding Fault in Construction Agreements and Design Professional Agreements), or subsection (f) (Restriction Regarding Negligence of Design Professionals) shall be construed and revised to the extent that it is lawful in order to make the provision conform with those subsections.

(j) 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(s) under this contract.

(k) Compliance with Law. This Section shall be applied to the maximum extent allowed by law but it shall be construed and limited as necessary to comply with N.C.G.S. § 22B-1. This Section is not to be construed in favor or against any party as the drafter. The preceding sentence is not intended to imply or direct how the remainder of this Section or of this contract is to be construed.

Sec. 12. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor(s)'s responses to the RFP). This section (titled "Trade Secrets; Confidentiality") 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(s) under this contract. For purposes of this contract, the word "candidate" in the RFP section just cited shall mean the "Contractor(s)."

Sec. 13. Termination for Convenience ("TFC"). (a) *Procedure*. Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor(s) written notice that refers to



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

#### Sec. 14. State Law Provisions.

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

#### Sec. 15. Miscellaneous.

(a) Choice of Law and Forum; Service of Process. (i) 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 and not the United Nations Convention on Contracts for the International Sale of Goods. 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. The preceding two sentences do not apply to actions to enforce a judgment entered in actions heard pursuant to this subsection (i). (ii) If the Contractor(s) is an artificial person (for instance, the Contractor(s) is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor(s) to be served or to accept service of process in any State of the United States. The Contractor(s) hereby appoints as one of those agents the person it designates to receive notice pursuant to section 10 (Notice). If the Contractor(s) fails to appoint a person to receive such notice or the person cannot be served using reasonable diligence, the Contractor(s) appoints the Durham City Clerk as Agent for Service of Process. Without excluding any other method of service authorized by law, the Contractor(s) agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor(s) shall instruct each Agent for Service of Process that when the agent receives the process, summons, or complaint, the agent shall promptly send it to the Contractor(s) using a means for giving notice under this contract, provided that when the City Clerk is the agent, the City shall issue such instructions. This subsection (ii) does not apply while the Contractor(s) maintains a

registered agent in North Carolina by filing with the office of the N. C. Secretary of State and that registered agent can be found with due diligence at the registered office.

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

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

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

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

(g) Notice of City Policy. Compliance with Non-Discrimination Ordinance. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, DISABILITY, FAMILIAL STATUS, MILITARY STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, AND PROTECTED HAIRSTYLE. The Contractor(s) shall comply with all applicable provisions of Article I of Chapter 34 of the Durham City code (Non-Discrimination) and shall explicitly require the same of its Sub-Contractor(s) in their subcontracts.

(h) EBOP. The Contractor(s) shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor(s) to comply with that article 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 article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor(s). Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor(s) has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor(s) in writing of the deficiencies. The Contractor(s) shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor(s)'s alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor(s)'s alleged violations of other obligations.

(i) Limited Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor(s) and not any other person except to the extent otherwise expressly stated in this contract.

(j) Principles of Interpretation and Definitions. (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) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) The word "Holiday" means legal holiday observed by the City of Durham pursuant to City Code section 42-16 or any successor provision. (10) A definition in this contract will not apply to the extent the context requires otherwise.

(k) 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 it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. 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.

(l) Public Health Emergency Declarations. This section shall take effect upon the declaration of a state of emergency made pursuant to applicable law, code, or ordinance by any federal, state, county, or city official, due to a public health emergency, such as an epidemic, pandemic, or endemic. The Contractor(s) shall comply with the written procedures and policies adopted by the City department or office primarily responsible for administering this contract. The Contractor(s) shall ensure that all assigned temporary employees and Sub-Contractor(s) comply with the written procedures and policies while performing the Work on City property.

(m) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor(s)'s services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

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

ATTEST:

CITY OF DURHAM

\_\_\_\_\_  
By: \_\_\_\_\_

preaudit certificate, if applicable \_\_\_\_\_

**EXHIBIT E**  
**PROFESSIONAL SERVICES FORMS**



# EQUAL BUSINESS OPPORTUNITY PROGRAM

## PROFESSIONAL SERVICES FORMS

Updated 02/22



## **Policy Statement**

It is the policy of the City to provide equal opportunities for City contracting to underutilized businesses owned by minorities and women doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct 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 minority and women business enterprises, it is a desire of the City that the contractor will voluntarily undertake efforts to increase the participation of minority and women individuals at higher skill and responsibility levels within non-minority firms engaged in contracting and subcontracting with the City.

The Finance Director shall determine participation goals based upon the availability of minority and women business enterprises (MWBES) within the defined scope of contracting, and the goals established for the contracting category.

## **Equal Business Opportunity Program UBE Participation Documentation**

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

**UBE Participation Documentation** must be used to document participation of an underutilized business enterprise (UBE) on Professional Services projects. All UBEs must be certified by the State of North Carolina as a historically underutilized business, the North Carolina Department of Transportation as a minority-owned or women-owned business or the U.S. Small Business Administration's 8(a) Business Development Program prior to the submission date. If a business listed has not been certified, the amount of participation will be reduced from the total utilization.

**Letter of Intent to Perform as a Sub-consultant/Subcontractor** must be completed for UBEs proposed to perform on a contract. This form must be submitted with the proposal.

### **Post Proposal Submission UBE Deviation**

Post proposal submission UBE deviation participation documentation must be used to report any deviation from UBE participation either prior to or subsequent to startup of the project. The Finance 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.

### **UBE 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 minority-owned and women-owned individuals or businesses as 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 UBE 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 underutilized business enterprises owned by minorities and women with equal opportunities for participation on City of Durham contracts.

### **Definition of the Scope of the Selection Policy**

The Finance Director shall determine UBE participation goals for each contracting category to be awarded by the City. Goals for each project or contract will be based upon the availability of underutilized business enterprises (UBE's) within the defined scope of work, delineated into percentages of the total value of the work.

The City of Durham will consider a formal certification of the State of North Carolina's Historically Underutilized Businesses (HUB) Office, North Carolina Department of Transportation (N.C. DOT) minority and women businesses and the United States Small Business Administration (U.S. SBA) 8(a) Development Program as meeting the requirements of the Equal Business Opportunity Program, provided there is evidence that the firm is currently certified by one of the stated entities.

### **Underutilized 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 Forms.

### **Selection Committee for Professional Services**

A selection committee shall be established and may 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 Finance Director or designee and Purchasing Manager or designee. 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, UBE subconsultants;
7. Indication of capability for handling project;
8. Familiarity with the project;
9. Fees that have been charged for recent comparable projects;
10. References;
11. UBE Participation; and
12. Documentation of Good Faith efforts should UBE participation requirements not be met.



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 Finance 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.

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

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

**Location**

**UBE  
Firm  
Yes/No**

**Nature  
of  
Participation**

**% of Project  
Work**

		Yes ( ) No ( )		
		Yes ( ) No ( )		
		Yes ( ) No ( )		
		Yes ( ) No ( )		
		Yes ( ) No ( )		
		Yes ( ) No ( )		
		Yes ( ) No ( )		

**TOTAL** \_\_\_\_\_

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

\_\_\_\_\_  
**Signature - Authorized Officer of Prime Consultant/Contractor Firm**

\_\_\_\_\_  
**Date**

## Letter of Intent to Perform as a Sub-Consultant

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

Minority (African American, American Indian, Asian or Hispanic) Woman

The UBE status of the undersigned is certified if identified as HUB certified by the N.C Department of Administration HUB Office, minority or women certified by the N.C. Department of Transportation and 8(a) certified by the U.S. Small Business Administration.

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 consultant will subcontract \_\_\_\_\_% of the dollar value of this contract to UBE sub-consultant.

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 UBE PARTICIPATION

Project: \_\_\_\_\_

Name of bidder or consultant: \_\_\_\_\_

Name and title of representative of bidder or consultant: \_\_\_\_\_

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ 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 UBE 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 sub-consultant \_\_\_\_\_

Goods and services to be provided before the 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 subcontractor is (check one):

- 1. Minority-owned UBE
- 2. Women-Owned UBE
- 3. Not a UBE

**BOX B. Proposed subcontracts other than the subcontract described in Box A above (continued)**

Name of sub-consultant for the new work: \_\_\_\_\_

Goods and Services to be provided by this proposed subcontract: \_\_\_\_\_

Dollar amount proposed of this proposed subcontract: This sub-consultant is:

- 1. Minority-owned UBE
- 2. Women-Owned UBE
- 3. Not a UBE

Add additional sheets as necessary.

**UBE 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 UBEs 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? \_\_\_\_\_ questionnaire.)*

*(Don't count the 2 pages of this*

***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 UBEs.**

- (a) Did your firm solicit, through all reasonable and available means, the interest of all UBEs in the list provided by the City in the scope of work of the contract?  **yes**  **no**

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**

- (b) 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**

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

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

- (e) Did your firm follow up with UBEs that showed interest?  **yes**  **no**

- (f) With reference to the UBEs 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 UBEs 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 UBEs for which you are providing a Letter of Intent.

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

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

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

**4. ASSISTANCE TO UBEs 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 UBEs 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 UBEs 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 UBEs 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 UBEs for the work?  **yes**  **no**  
Please explain. **ANSWER:**

# Contractor Workforce Diversity Questionnaire

A diverse workforce refers to the similarities and differences among employees in terms of age, cultural background, physical abilities and disabilities, race, religion, gender, and sexual orientation. A diverse workforce results in greater productivity, engagement and innovation among the employees of a business. The workforce of the City of Durham is diverse and directly benefits from diversity in hiring practices of the contractors that do business in the City of Durham. The City of Durham is committed to the promotion of a diverse workforce within its own workforce and the workforce of contractors that perform work for, or deliver goods or services to, the City.

The information requested in this questionnaire is intended to encourage the candidate, which is defined as the person, firm or corporation interested in contracting with the City, to engage in diverse workforce hiring practices as in the best interest of the City and the greater Durham community. The following questions focus on your efforts to recruit and maintain a diverse workforce and to provide your business with resources and recommendations on how to create and maintain a diverse workforce.

1. Do the management and professional positions within your business include women and minorities?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, please provide number(s) and positions:

Number of Women \_\_\_\_\_  
Position title: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of Minorities \_\_\_\_\_  
Position title: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Please respond to the following efforts you make to create and maintain a more diverse workforce:

- (a) When you recruit for employees, do you only recruit by word-of-mouth?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

*[Note: Reliance on word-of-mouth recruiting alone is unlikely to result in a diverse workforce.]*



## Contractor Workforce Diversity Questionnaire

(b) Do you focus any recruitment efforts in the local Durham area?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If, yes, please provide examples how you focus recruitment to the local Durham area:

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(c) Do you utilize any women/minority-focused LinkedIn groups and/or other professional or non-professional women/minority groups?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If, yes, please provide examples: \_\_\_\_\_

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(d) Do you regularly recruit from HBCUs (Historically Black Colleges and Universities) and/or other minority-focused colleges and universities?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If, yes, please provide names of the schools: \_\_\_\_\_

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(e) Do you attend minority-focused career fairs?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If, yes, please provide names of examples: \_\_\_\_\_

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## Contractor Workforce Diversity Questionnaire

(f) Do you participate in Durham youth internship programs?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If, yes, please provide names of examples: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Please list the efforts your company makes to promote or create a more diverse workforce that may not be listed above under question No. 2.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Do you believe your business, including all employees, has a diverse workforce?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

Enter the total number of employees that work for your business \_\_\_\_\_.

Please provide the reasons why you believe **you have**, or **do not have**, a diverse workforce:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. How would you characterize the nature of the majority of your workforce:

(a) Professional and skilled (includes technicians and clerical) workers:

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

(b) Mostly unskilled workers and laborers:

\_\_\_\_\_ Yes                      \_\_\_\_\_ No



# Contractor Workforce Diversity Questionnaire

## Part B – Employee Diversity Breakdown for the Consolidated Company

Employment Category	Total Employees	Total Males	Total Females	M-----a-----l-----e-----s					F-----e-----m-----a-----l-----e-----s				
				White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Island	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

Resources –The City of Durham advertises job postings to a variety of sources in its own pursuit of a diverse workforce. The following resources are sources used by the City of Durham and others and are being provided to assist you in your recruitment of a more diverse workforce.

Category	Organization	Website
Professionals	American Women’s Society of Certified Public Accountants	<a href="http://www.awscpa.org">www.awscpa.org</a>
Professionals	Accounting & Financial Women’s Alliance	<a href="http://www.afwa.org">www.afwa.org</a>
Professional/ Technical	Society of Women Engineers	<a href="http://www.societyofwomenengineers.swe.org">www.societyofwomenengineers.swe.org</a>
Professionals	American Business Women’s Assoc.	<a href="http://www.abwa.org">www.abwa.org</a>
Professionals	Association for Women in Science	<a href="http://www.awis.org">www.awis.org</a>
Professionals	Women in Engineering	<a href="http://www.womeng.org">www.womeng.org</a>
Professionals	Women in Technology	<a href="http://www.womenintechnology.org">www.womenintechnology.org</a>
Professionals	Women in I.T	<a href="http://www.womeninit.org">www.womeninit.org</a>
Professionals	URISA	<a href="http://www.urisa.org">www.urisa.org</a>
Professionals	Women in GIS	<a href="http://www.womeningis.org">www.womeningis.org</a>
Professionals	Supporting Women in Geography & GIS	<a href="http://www.swiggis-austin.org">www.swiggis-austin.org</a>
Professionals	Women’s Transportation Seminar	<a href="http://www.wtsinternational.org">www.wtsinternational.org</a>
Professionals	Society of Asian Scientists and Engineers	<a href="https://www.saseconnect.org/">https://www.saseconnect.org/</a>

## Contractor Workforce Diversity Questionnaire

Professionals	National Organization of Minority Architects	<a href="https://www.noma.net/professional/north-carolina">https://www.noma.net/professional/north-carolina</a>
Professionals	North Carolina Society of Hispanic Professionals	<a href="https://www.thencshp.org">https://www.thencshp.org</a>
Professionals	Association of Asian American Architects & Engineers	<a href="https://www.aaaesc.org">https://www.aaaesc.org</a>
Professionals	Minority Professionals Network	<a href="http://www.minorityprofessionalnetwork.com">http://www.minorityprofessionalnetwork.com</a>
Gen. Construction	National Association of Black Women in Construction	<a href="https://nabwic.org">https://nabwic.org</a>
Chamber of Commerce	Carolinas Asian American Chamber of Commerce	<a href="https://caacc.com">https://caacc.com</a>
Skilled Craft	Hispanic Arborist Assoc.	<a href="http://www.hispanicarboristassociation.com">www.hispanicarboristassociation.com</a>
Skilled Craft	Electrical Workers Minority Caucus	<a href="http://www.ibew-ewmc.org">www.ibew-ewmc.org</a>
Skilled Craft	Women in Manufacturing	<a href="http://www.womeninmanufacturing.org">www.womeninmanufacturing.org</a>
Skilled Craft	Rainbow PUSH Automotive Project	<a href="http://www.automotiveproject.org">www.automotiveproject.org</a>
Skilled Craft	Women in Automotive	<a href="http://www.womeminautomotive.org">www.womeminautomotive.org</a>
Service/Maintenance	Conf. of Minority Transportation Officials	<a href="http://www.comto.org">www.comto.org</a>
Service/Maintenance	Coalition of Labor Union Women	<a href="http://www.cluw.org">www.cluw.org</a>
Service/Maintenance	National Assoc. of Women in Construction	<a href="http://www.nawic.org">www.nawic.org</a>
Protect and Serve	National Assoc. of Latino Firefighters	<a href="http://www.nahf.org">www.nahf.org</a>
Protect and Serve	Int. Assoc. of Black Firefighters	<a href="http://www.iabpf.org">www.iabpf.org</a>
Protect and Serve	Int. Assoc. of Women in Fire & Emergency Services	<a href="http://www.i-women.org">www.i-women.org</a>
Protect and Serve	National Assoc. of Women Law Enforcement Officers	<a href="http://www.nawlee.org">www.nawlee.org</a>
Protect and Serve	National Latino Law Enforcement Org.	<a href="http://www.nlleo.com">www.nlleo.com</a>
Protect and Serve	National Coalition of Latino Officers	<a href="http://www.latino-officers.org">www.latino-officers.org</a>
Protect and Serve	Asian American Law Enforcement Assoc.	<a href="http://www.asianamericanlawenforcementassociation.org">www.asianamericanlawenforcementassociation.org</a>