



Request for Qualifications # 274-CP2019-001F

Project Title: Community Engagement Consulting Services

Issue Date: March 27, 2019

Due Date: April 26, 2019 at 2:00 PM EST

Issuing Department: City Planning

Direct all inquiries concerning this RFQ to:

Kristin N. Williams, Ph.D.

Planning Engagement Coordinator

Email: kristin.williams@raleighnc.gov

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1 INTRODUCTION

1.1 Purpose

The City of Raleigh (CoR) is seeking one or more qualified firm(s) with which to contract for the following services:

- *Evaluate the City of Raleigh Planning Department’s current community engagement practices;
- *Recommend amended and new best practices that are authentic, transparent, and predictable; and
- *Train staff from the Department of City Planning and other departments in the application of said recommendations

A detailed scope of services is provided in Section 4 of this solicitation.

Information related to this solicitation, including any addenda, will be posted to the North Carolina Interactive Purchasing System (IPS) at: <https://www.ips.state.nc.us/IPS/>

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Kristin N. Williams	kristin.williams@raleighnc.gov

Questions submitted via telephone will not be answered.

1.2 Background

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21st Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh’s existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and prepares 21st Century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens.

Growth demands guidance and it is the mission and responsibility of the Raleigh Department of City Planning to guide development and conservation for a healthy and prosperous Raleigh. In order to do this in a more equitable way, we need the input of as many of our residents as possible. We strive to continuously improve our methods of community engagement in a way that informs, consults, involves, collaborates with, and empowers the residents of the community in which we all have a stake.

1.3 RFQ Timeline

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the project. All times shown are Eastern Time (ET):

RFQ Process	Date and time
RFQ Advertisement Date	March 27, 2019
Deadline for written questions	April 8, 2019
City Response to Questions (anticipated)	April 12, 2019
Submittal Due Date and Time	April 26, 2019
Evaluation Meeting (anticipated)	May 3, 2019
Interviews (if required)	May 10, 2019 (if required)
Selection Announcement (tentative)	May 10, 2019-May 17,2019

1.4 Pre-Submittal Conference

A pre-submittal conference will not occur for this RFQ.

1.5 Questions

Requests for clarification and questions to this RFQ must be received by the City not later than the date shown above in Section 1.3, entitled "RFQ Timeline", for the submittal of written inquires. The firm's failure to request clarification and submit questions by the date in the RFQ Timeline above shall be considered to constitute the firm's acceptance of all City's terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this RFQ, if any, and shall be posted to North Carolina Interactive Purchasing System (IPS). No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained in an Addendum to this RFQ.

It is important that all Respondents submitting to this RFQ periodically check the North Carolina Interactive Purchasing System (IPS) for any Addenda. It is the Respondents responsibility to ensure that all addenda have been reviewed and, if required signed and returned.

1.6 Submittal Requirements and Contact Information

Proposals must follow the format as defined in Section 2 Qualifications Package and be addressed and submitted as follows:

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ALL OTHER MEANS</u>
City of Raleigh ATTN: Kristin N. Williams, Engagement Coordinator Raleigh Dept. of City Planning 219 Fayetteville St./One Exchange Plaza Raleigh, NC 27601 RFQ No. CP2019-001	City of Raleigh ATTN: Kristin N. Williams, Engagement Coordinator Raleigh Dept. of City Planning One Exchange Plaza, Suite 100 Raleigh, NC 27601 RFQ No. CP2019-001

Proposals must be enclosed in a sealed envelope or package and clearly marked with the name of the submitting company, the *RFQ number* and the *RFQ Title*. Proposers must submit one (1) signed original, one (1) electronic version and two (2) copies of the signed proposal. The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a flash drive. Both hard copy and electronic versions must be received by the City on or before the RFQ date and time provided in Section 1.3. Proposals received after the RFQ deadline above will not be considered and will be returned unopened to the return address provided on the submission envelope.

Offerors' proposal must be submitted on 8 ½" x 11" paper, side bound with Table of Contents and reference tabs for key sections. The package submitted shall not exceed 50 pages single-sided or 25 pages double-sided (front/back covers, Table of Contents, tab pages, and resume are excluded from these totals). Double-sided with page numbers is preferred.

The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest. Any requirements in the RFQ that cannot be met must be indicated in the proposal. Proposers must respond to the entire Request for Qualifications (RFQ). Any incomplete proposal may be eliminated from competition at the discretion of the City of Raleigh.

Submittals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. If the Firm elects to mail in its response, the Firm must allow sufficient time to ensure the City's proper receipt of the package by the time specified in Section 1.3 RFQ Timeline. Regardless of the delivery method, it is the responsibility of the Firm to ensure that their response arrives at the designated location specified in this Section by the due date and time specified in Section 1.3 RFQ Timeline.

1.7 Rights to Submitted Material

All proposals and supporting materials, as well as correspondence relating to this RFQ, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Proposals will be reviewed by the Evaluation Team, as well as other City staff and members of the general public who submit public record requests. Any proprietary data must be clearly marked. In submitting a Proposal, each Prospective Proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process. Proposals marked entirely as "confidential", "proprietary", or "trade secret" will be considered non-responsive and will be removed from the evaluation process.

1.8 Communications

All communications of any nature regarding this RFQ with any City staff, elected City officials, evaluation committee members are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the individual designated in Section 1.1. prior to the deadline provided in Section 1.3. Violation of this provision may result in the firm's proposal being removed from consideration.

1.9 Lobbying

By responding to this solicitation, the firm certifies that it has not and will not pay any person or firm to influence or attempt to influence an officer or employee of the City or the State of North Carolina, or any elected official in connection with obtaining a contract as a result of this RFQ.

1.10 Conflicts of Interest

City of Raleigh contracts are controlled by three conflict of interest provisions.

First, federal procurement standards provide in 2 CFR 200.318 (c)(1),

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or

apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Similarly, the North Carolina General Statutes provides a *criminal* statute for conflicts of interest in public contracting. N.C.G.S. § 14-234(a):

(1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law. (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract. (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees. The Charter states:

"No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded or from whom any materials, equipment or supplies may be purchased by the City of Raleigh, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation, for recommending or procuring the uses of any such materials, equipment or supplies by the City of Raleigh; no member of the City Council, official or employee of the City of Raleigh shall for his own personal benefit operate, directly or indirectly, any concession in any building or on any lands of the City of Raleigh, nor shall any official or employee of the City of Raleigh bid for or be awarded any contract granting concessionary rights of any nature or kind from the City of Raleigh; it shall be unlawful for any member of the City Council, official or employee of the City of Raleigh to bid for or to purchase or to contract to purchase from the City of Raleigh any real estate, equipment, materials, or supplies of any nature or kind whatsoever, either directly or indirectly, at either public or private sale, either singly, or through or jointly with any other person."

1.11 Proposer Expenses

The City of Raleigh will not be responsible for any expenses incurred by any Firm in the development of a response to this Request for Qualifications or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City of Raleigh and/or its representatives. Further, the City of Raleigh shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Firm even if the awarding authority for each entity has formally accepted a recommendation.

1.12 Proposer Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFQ unless clearly and specifically noted otherwise on Appendix V, "Exceptions to RFQ" and submitted with proposal. The City of Raleigh has the sole discretion and reserves the right to cancel this RFQ, and to reject any and all proposals, to waive any and all informalities and/or irregularities, if it is deemed to be in the City of Raleigh's best interests to do so. The City of Raleigh reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Firms if it is deemed in the City of Raleigh's best interest. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed not in the best interest of the City of Raleigh.

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2 QUALIFICATIONS PACKAGE

Responses must follow the format outlined below. The City may reject as non-responsive at its sole discretion any submittal that does not provide complete and/or adequate responses or departs in any substantial way from the required format.

2.1 Request for Qualifications Required Document Format

Responses should be divided using tabs to separate each section, listed sequentially as follows:

Tab 1: Cover Letter

Provide an introduction letter summarizing the unique qualifications of your firm to meet the needs of this project. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Include the name, address, telephone and email address of the individual who serves as the point of contact for this solicitation.

Tab 2: Corporate Background and Experience

Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of all similar contracts performed in the past five years, accompanied by at least five references (contact persons, firm, telephone number and email address).

Include the total amount invoiced for each listed project, the length of the project, and list of personnel involved in the project who are also proposed for the subject project named in this solicitation. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

Tab 3: Financial Information

Include a certified, signed statement from a licensed CPA regularly engaged in the review of the firm's financial information verifying the financial viability of the firm.

All financial information, statements and/or documents provided in response to this solicitation shall be kept confidential provided that EACH PAGE is marked as follows: "CONFIDENTIAL – DO NOT DISCLOSE EXCEPT FOR THE EXPRESS PURPOSE OF PROPOSAL EVALUATION."

"Recent" shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFQ.

Consolidated financial statements of the Proposer's parent or related corporation/business entity will not be considered, unless: (1) the Proposer's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements; (2) the parent or related corporation/business

entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the Proposer's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Proposer provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The firm's failure to provide any of the above-referenced financial statements may result in the proposal being removed from consideration. Proposers are also encouraged to explain any negative financial information, and to provide documentation supporting those explanations and demonstrating the financial strength of the firm.

Tab 4: Project Understanding, Approach and Schedule

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in the Scope of Work section of this RFQ. A description of each task and deliverable and the schedule for accomplishing each shall be included.

Tab 5: Team Firm, Experience and Certifications/Qualifications

This section must include the proposed staffing, deployment and firm of personnel to be assigned to this project. The Proposer shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. A project-specific firm chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member should be included.

2.2 Hourly Rates

This solicitation is being issued in accordance with NCGS 143-64.31, otherwise known as the Mini-Brooks Act, and therefore price cannot and will not be a determining factor in the selection of the successful contractor. One copy of the hourly rates for all proposed project personnel should be enclosed in a separate, sealed envelope.

2.3 Qualifications Package Documents

This RFQ is comprised of the base RFQ document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFQ in advance of any Contract award are incorporated herein by reference.

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3 PROPOSAL EVALUATION

3.1 Evaluation Criteria

This is not a bid. There will not be a public opening. Proposals will be evaluated based solely on the following criteria:

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
Corporate Background and Experience	.25		
Project Understanding	.25		
Project Approach	.25		
Team Firm, Experience, and Qualifications	.25		
Final Score			

Score Points

0- Missing or Does Not Meet
Expectation

1- Partially Meets Expectation

2- Meets Expectation

3- Exceeds Expectation

3.2 Final Selection

Proposals will be reviewed after opening and will be ranked in order of choice, at which point contract negotiations will begin with the most qualified firm. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm. The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract.

The general conditions and specifications of the RFQ, including the Contractor’s fee proposal, and/or written correspondence applicable to the RFQ, may become part of the contract documents. Failure of the awarded Contractor to perform as represented may result in contract cancellation.

3.3 Notice to Proposers Regarding RFQ Terms and Conditions

It shall be the Proposer’s responsibility to read the Instructions, the City’s terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFQ, and to comply with all requirements and specifications provided herein. Proposers are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ. CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of the Contract award (the “Effective Date”). At the end of the Contract’s current term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms

and conditions for up to a total of one (1) additional one-year terms. The City will give the Contractor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition, the City reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

4 SCOPE OF SERVICES

Awarded Contractor shall provide services, all as set forth in this RFQ and more particularly described in this Section 4.

Project Background

The City of Raleigh regularly seeks ideas, feedback, and other input from its citizens in a wide array of venues and formats. There are formal meetings set forth in local and state statutes for official meetings and public hearings. There are special purpose meetings and workshops, as well as online engagement efforts, associated with policy and project-focused planning efforts. There are educational efforts such as public lectures. The City has a system of 19 Citizen Advisory Councils (CACs) that meet regularly and advise the City Council on matters such as rezoning proposals. Finally, there are numerous smaller-scale interactions with the public, such as staff attendance at the meetings of civic groups and neighborhood associations.

The City of Raleigh believes that successful citizen engagement requires many different factors. First, the opportunities for engagement must be widely known, so that interested citizens are aware of the opportunity to make their voice heard. Second, the engagement must be accessible to people with different schedules and level of time availability. Third, all members of our diverse population must feel welcome in the process, so that outreach is culturally sensitive with greater inclusion and participation of those individuals from historically underrepresented social and ethnic groups and that a broad spectrum of ages and income levels are represented. Fourth, the venue for engagement (whether physical or virtual) must provide an opportunity for meaningful participation, meaning that participants must be given the knowledge and tools to engage effectively, the format for the engagement is a good match for the type of input sought, and systems must be in place for gathering, memorializing, and analyzing the input received. Finally, any public process needs to be *authentic*, in that the input should have a real and meaningful influence on the outcome of any plans or decisions; and *accountable*, in that there is a detailed reporting back of how the outcome was changed as a result of the engagement.

While the City strives to meet all these factors in its engagement efforts, it recognizes that aspirations have sometimes fallen short. A failure to effectively get the word out has resulted in sub-par attendance at some meetings. Many engagement efforts do not reflect the full diversity of the community impacted by the planning effort as some communities mistrust the decision-making process and believe that engagement is neither authentic nor inclusive. Lastly, the format and venue for participation has often fallen short of providing the level of engagement necessary to meaningfully impact the decision points.

The City is seeking a consultant to assist with the development of best practices for citizen engagement that will address these shortcomings. The consultant will be expected to review in detail the current engagement practices of the City, research best practices from other communities and from the literature, make recommendations for how Raleigh can up its game with regards to citizen engagement, as well as train staff in the application of these recommendations. Recommendations should address capacity, organization, techniques, and culture. A public participation manual focused on planning efforts will be the primary deliverable for this study. A follow-up task will be training session for staff on effective meeting design and facilitation.

It is expected that the consultant's work will commence in the Spring of 2019 and will be completed through request four within six months (see 'Minimum Scope of Services' below). The training will be scheduled following City Council acceptance of the Participation Playbook Templates. Please note that this may change pending City Council directive.

Minimum Scope of Services

The selected consultant, at a minimum, should provide the following services and deliverables, but this does not exclude potential changes or additions to the scope of work.

1. Research of Best Practices

The consultant should execute and extensive literature review to identify best practices in public engagement strategies that have been heavily vetted, particularly in the realm of local governance. Research should also be done on innovative, noteworthy, and award-winning efforts done in other cities that may be useful in Raleigh.

Deliverables:

- Summary report of best practices
- Summary report of innovative techniques

2. Survey of Preferences

Research on engagement preferences of Raleigh residents would provide insightful guidance in the creation of the Public Participation Playbook Templates. Studies have demonstrated that residents often have differential preferences for the type of outreach that catches their attention and the type of engagement in which they are willing to participate. A survey of Raleigh residents could pinpoint these preferences among our populace and illuminate strategies for reaching underserved and underrepresented groups. This survey, too, would give the public an opportunity to help shape the Public Participation Playbook Templates. The consultant would write and administer the survey, as well as analyze the data collected.

Deliverables:

- Public Survey
- Public Survey Results
- Public Survey Analysis

3. Assessment of Current Practices

In order to best assess the current state of engagement in the Planning Department, the consultant should review current practices and identify strengths and weaknesses in previous and current engagement efforts based on the findings of best practices and resident preferences research. Subject to such assessment should be all materials used to communicate with the public including—but not limited to—fliers, postcards, reports, web content, social media posts, and public meetings, and pop-ups.

Deliverables:

- Summary of Raleigh Planning’s current practices
- Inventory of engagement materials used by the Planning Department
- Assessment of strengths and weaknesses of these practices and materials

4. Creation of Participation Playbook Templates

Background: Noting inconsistency in engagement activities in Raleigh’s Planning Department, City Council expressed interest in the creation of a Public Participation Playbook Templates for the City of Raleigh. This manual should serve as a guide for how to approach public engagement efforts depending on the purpose of the project, the scale of work, the resources available, and the desired outcome. Drawing on identified best practices in public engagement—particularly in the context of local governance—this manual would standardize public outreach, promote social equity in engagement, streamline workflow and engagement planning, increase transparency, and strengthen the relationship between the city and its citizens.

Guiding Principles: The guiding principles for these Participation Playbook Templates should be derived from the best practices advocated by the American Planning Association for “Sustaining Places through the Comprehensive Plan.” These include ‘authentic participation’ and ‘interwoven equity.’ Authentic participation means to “ensure that the planning process actively involves all segments of the community in analyzing issues, generating visions, developing plans, and monitoring outcomes.” Interwoven equity refers to “ensur(ing) fairness and equity in providing for the housing, services, health, safety, and livelihood needs of all citizens and groups.”

Characteristics: These templates should strike a balance between several desired characteristics. They should be specific enough to encourage standardization across projects and departments yet flexible enough to allow for creativity and special circumstances and they should be guided by best practices yet informed by innovative ideas.

Content: At minimum, the Participation Playbook Templates should address the following questions:

1. What are the best ways to determine the type and scope of engagement activity?
2. What are the key steps in successfully executing each type of engagement?
3. What engagement processes would maximize diverse feedback from across the community?
4. How can transparency be increased and feedback loops be defined?
5. How many reports and/or updates should we provide to the public?
6. What are the best and/or innovative practices in engagement technology and social media applications?
7. How can we encourage inclusive engagement and measure the degree of this inclusiveness (e.g., a social equity score)?
8. How do we evaluate and report the success of our engagement efforts?
9. In the event that we work with a consultant on a project, what aspects of engagement should remain the purview of the Planning Department?
10. In the event that we have survey data, how do we best address a discrepancy between an area's population demographics and survey respondents?

Deliverable: Public Participation Playbook Templates

5. Staff Training

The consultant should provide effective community engagement training to staff in Raleigh's Planning Department and remain on retainer for follow-up as needed. Depending on the consultant's recommendations, the training should consist of IAP2's modules. Training might be preceded by or in conjunction with the consultant observing staff presentations or interactions with the public and then providing feedback and coaching.

NOTE: All source files for deliverables should be transferred to project management upon completion.

**APPENDIX I
HOURLY RATE SCHEDULE**

Awarded Contractor shall perform the services to be performed as set forth in this RFQ and more particularly described in Section 5 utilizing the following hourly rate schedule below.

Position Title	Hourly Rate

Firm Name: _____

Authorized Signature: _____ Date _____

Signed by: _____
 [Type or Print Name]

Title of Signer: _____

This form shall be enclosed in a separate, sealed envelope.

APPENDIX II

PROPOSER QUESTIONNAIRE

The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

Company Name:				d/b/a (if applicable)			
Street / PO Box:							
City:						State:	Zip:
Phone:		Fax:		E-Mail:			
Website (if applicable):							
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other							
Number of years in business under company's present name:							
Fed Tax ID #:				DUNS #			
Are you certified with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/>							
Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work? YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS							
Are/will you be properly insured to perform the work? YES: <input type="checkbox"/> NO: <input type="checkbox"/>							
Contact for this Contract:						Title:	
Phone:		Fax:		E-Mail:			
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>							
List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references. PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.							
1.	Company:						
Contact Person:						Title:	
Phone:		Fax:		E-Mail:			
Describe Scope of Work:							
2.	Company:						
Contact Person:						Title:	
Phone:		Fax:		E-Mail:			
Describe Scope of Work:							
3.	Company:						
Contact Person:						Title:	
Phone:		Fax:		E-Mail:			
Describe Scope of Work:							
4.	Company:						
Contact Person:						Title:	
Phone:		Fax:		E-Mail:			
Describe Scope of Work:							
5.	Company:						
Contact Person:						Title:	
Phone:		Fax:		E-Mail:			
Describe Scope of Work:							
The undersigned swears to the truth and accuracy of all statements and answers contained herein:							
Authorized Signature:						Date:	

APPENDIX III

City of Raleigh

CP2019-001

Reference Questionnaire

The City of Raleigh, as a part of the RFQ, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of services and provide assistance in the evaluation process.

The Proposer is required to send the reference form (the following two pages) to each business reference listed on Proposer Questionnaire. The business reference, in turn, is requested to submit the Reference Form directly to the City of Raleigh Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response. It is the Proposer's responsibility to verify their references have been received by the City of Raleigh Point of Contact by the date indicated on the reference form.

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REFERENCE QUESTIONNAIRE

(Name of Business Requesting Reference)

This form is being submitted to your company for completion as a business reference for the company listed above.

This form is to be returned to the City of Raleigh, Kristin N. Williams, via email to kristin.williams@raleighnc.gov no later than 2:00 **p.m. ET, April 25, 2019** and **MUST NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Raleigh, Point of Contact above.

Company Providing Reference

Contact Name and Title/Position

Contact Telephone Number

Contact Email Address

Questions:

1. In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

2. How would you rate this company's knowledge and expertise?

3= Excellent 2= Satisfactory 1= Unsatisfactory 0= Unacceptable

Comments:

3. How would you rate the company's flexibility relative to changes in the scope and timelines?

3= Excellent 2= Satisfactory 1= Unsatisfactory 0= Unacceptable

Comments:

4. What is your level of satisfaction with hard-copy materials, e.g. reports, logs, etc. produced by the company?

3= Excellent 2= Satisfactory 1= Unsatisfactory 0= Unacceptable

Comments:

-
-
5. How would you rate the dynamics/interaction between the company and your staff?
 3= Excellent 2= Satisfactory 1= Unsatisfactory 0= Unacceptable

Comments:

6. Who were the company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____	Rating: _____

Comments:

7. With which aspect(s) of this company's services are you most satisfied?

Comments:

8. With which aspect(s) of this company's services are you least satisfied?

Comments:

9. Would you recommend this company's services to your organization again?

Comments:

APPENDIX IV CONTRACT STANDARD TERMS AND CONDITIONS

The contract terms provided herein shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City of Raleigh reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City of Raleigh contract provisions.

1. Standard of Care

Engineer shall perform for or furnish to City professional engineering and related services in all phases of the project to which this Contract applies as hereinafter provided. Engineer shall serve as City's prime design professional and engineering representative for the project providing professional engineering consultation and advice with respect thereto. Engineer may employ such Engineer's Consultants as Engineer deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. Engineer shall not be required to employ any Engineer's Consultant unacceptable to Engineer.

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality.

2. Opinions of Probable Construction Cost

Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by the Engineer. If the City wishes greater assurance as to probable Construction Cost, City may employ an independent cost estimator.

3. Notices

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

City of Raleigh
Attn: Kristin N. Williams
Telephone: 919-996-2494
P.O. Box 590
Raleigh, NC 27602

4. Non-Discrimination

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

5. Minority or Women Owned Business Enterprise

Pursuant to North Carolina General Statutes §143-128.2 et seq. and §143-131, and in accordance with City policy, the City of Raleigh encourages and provides equal opportunity for certified Minority and Women-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs to include - Professional Services; Goods and Other Services; and Construction. The prime contractor will be required to identify participation of MWBE businesses in their proposal, and how that participation will be achieved.

The City's goal is to contract, and sub-contract, fifteen percent (15%) of the contract amount to Certified MWBEs on construction projects of \$300,000 or more, or contracts of \$100,000 or more that include any State funding.

If there are any questions regarding the MWBE program, contact the City's MWBE Program Manager at 919-996-4330 or at mwbe@raleighnc.gov.

6. Assignment

Neither the City nor the Engineer will assign, sublet, or transfer their interest, duties, or obligations hereunder without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it create any rights or benefits to parties other than the City and the Engineer, except such other rights as may be specifically called for herein.

7. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the

United States District Court for the Eastern District of North Carolina, Western Division.

12. Insurance

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

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

Additional Insured – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**City of Raleigh is named additional insured as their interest may appear**'.

Certificate of Insurance – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, 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 insurer. If Contractor 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 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 Raleigh
Post Office Box 590**

Raleigh, NC 27602-0590

Umbrella or Excess Liability – Contractor 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 agrees to endorse City of Raleigh 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.

Professional Liability – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh’s Risk Manager.

13. Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the City, the Engineer shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Engineer in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Engineer shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

14. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Engineer under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Engineer.

The Engineer shall maintain the right of reuse to any drawings or specifications provided or furnished by the Engineer. The City acknowledges that such

drawings or specifications are not intended or represented to be suitable for reuse by the City or others on extensions of the project or on any other project.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Engineer's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Engineer's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

15. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

16. Advertising

The Engineer shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

17. Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Engineer. In addition, if Engineer shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Engineer and termination will be effective upon receipt. Engineer shall cease performance immediately upon receipt of such notice.

In the event of early termination, Engineer shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Engineer under this section exceed the total amount due Engineer under this Contract. The Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the

City may withhold any payment due to the Engineer for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

18. Laws/Safety Standards

The Engineer shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

Engineer must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. In addition, Engineer shall comply with all applicable occupational health and safety and environmental rules and regulations.

Engineer shall effectively manage their safety and health responsibilities including:

a. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

b. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

c. Employee Education and Training

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

19. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Engineer are subject to the public records laws of the State of North Carolina and it is the responsibility of the Engineer to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Engineer understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

20. Miscellaneous

The Engineer shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract, and will reimburse the City for the replacement value of its loss or damage.

The Engineer shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Engineer represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

21. Right of Audit and Examination of Records

- a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
- b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted

by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.

- g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.

22. E – Verify

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

23. Iran Divestment Act Certification

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

24. Companies Boycotting Israel Divestment Act Certification

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

25. Incorporation of Documents/Complete Agreement

This Contract, and any documents incorporated below, represent the entire Contract between the parties and suspend all prior oral or written statements, agreements or Contracts.

In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

APPENDIX V EXCEPTIONS TO RFQ

Check one: NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFQ. EXCEPTIONS ARE LISTED BELOW:

#	RFQ Page #, Section #, Appendix #	Exceptions [Describe nature of Exception]	Explain why this is an issue	Proposed Alternative	Indicate if exception is negotiable (N) or non- negotiable (NN)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RFQ AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.

Firm:	Authorized Signature	Title:
Printed Name of Signer	Date:	