



REQUEST FOR PROPOSALS (RFP)

**For the Durham Continuum of Care's Coordinated Entry
& Assessment System (CES)**

**Through this Request for Proposals, the City of Durham's
Department of Community Development is soliciting
Proposals from qualified organizations for the design
and implementation of a CES for people experiencing a
housing crisis within the Durham Continuum of Care
(CoC)**

Date of Issue: July 10, 2017

Submittals Due: August 11, 2017

Project Contact:

**Lloyd Schmeidler
Department of Community Development
807 E. Main Street, Suite 2-200
Durham, NC 27701
Lloyd.schmeidler@durhamnc.gov
919-560-4570 x22267
Fax: 919-560-4090**

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10. Purpose

The Durham Continuum of Care (CoC) seeks a consultant to design and implement a Coordinated Entry & Assessment System (CES) for single adults and transition age youth in order to better address the housing crises of people at risk of or experiencing homelessness and to ensure full compliance with requirements for CES established by the U.S. Department of Housing and Urban Development (HUD) [in 24 CFR 578.7\(a\)\(8\)](#) and in its [Notice: CPD 17-01](#). Implementation of the CES is to begin no later than January 23, 2018. The City of Durham, as the CoC Lead Agency, seeks to use this opportunity to implement systems change in the way homeless services are provided in the Durham CoC. The engagement of an outside consultant will assist with this transition.

11. Context of Homeless Services in the Durham CoC

The 2017 Point in Time Count identified 354 persons experiencing homelessness per HUD's definition of homelessness, including 254 adults unaccompanied by children. This number was identical to the number counted in 2016, although the number of unsheltered adults increased from 32 in 2016 to 60 in 2017. Durham currently has 63 homeless Veterans on its by name list; the CoC was recognized by the federal government in 2016 for having effectively ended chronic homelessness among veterans. Fifty-seven individuals have been verified as chronically homeless on the CoC's most recent by-name list of chronically homeless people.

In addition, there were 976 homeless school-aged children in Durham County Public Schools in the 2015-2016 academic year.

Average length of time homeless in emergency shelter in Durham County is 58 days.

The Durham CoC is led by the Homeless Services Advisory Committee (HSAC). The HSAC includes representatives of homeless assistance providers, victim service providers, faith-based organizations, Durham County and City of Durham government, businesses, homeless advocates, the Durham Housing Authority, Durham Public Schools, Alliance Behavioral Health Care, social service providers, hospitals, universities, affordable housing developers, law enforcement, and organizations that serve veterans and formerly homeless individuals.

12. Background

The federal [Continuum of Care Interim Rule \(24 CFR 578\)](#) requires CoCs to:

Establish and operate either a centralized or coordinated assessment system that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. The Continuum must develop a specific policy to guide the operation of the centralized or coordinated assessment system on how its system will address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from nonvictim service providers.

The U.S. Department of Housing & Urban Development (HUD) released [Notice: CPD 17-01](#) on January 23, 2017. This Notice requires that “each CoC must establish or update its coordinated entry process in accordance with the requirements of 24 CFR 578.7(a)(8) and this Notice by January 23, 2018.”

The Durham CoC has been implementing an effective CES for households with children who are experiencing a housing crisis since 2012. The CoC’s CES for adults without children requires more definition and policy development prior to full implementation throughout the CoC. The Durham CoC seeks a comprehensive CES with the goal of increasing the efficiency of local crisis response, improving ease of access to resources, including mainstream resources, and improving coordination among homeless housing and service providers. The Durham CoC seeks assistance to complete the following tasks associated with the CES:

- Ensure a common understanding of CES concepts throughout the CoC
- Determine whether the CoC will implement a centralized or decentralized CES for single adults,
- Develop required written policies and procedures for providing access to the CES, completing the CoC’s standardized assessment process, prioritizing households for shelter or housing, and making referrals to participating projects.
- Develop written standards for evaluating individuals' and families' eligibility for service, targeting and providing essential services, and prioritizing households to receive a particular level of housing or prevention service.
- Ensure effective implementation of CES for adults without children by January 23, 2018

Durham’s CES for households with children and households without children will:

- Cover the entire CoC geographic area;
- Be easily accessed by individuals and families seeking housing and/or services;
- Be well-advertised;
- Include a comprehensive and standardized assessment tool;
- Prioritize homeless households with the greatest need(s);
- Provide an initial, comprehensive assessment of individuals and families for housing and services; and
- Include a specific policy to guide the operation of the CES to address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from non-victim specific providers.

Additional background materials that inform the release of this RFP and should guide the development of any proposal are available at www.hudexchange.info and include:

[Coordinated Entry Policy Brief](#)

[Coordinated Entry Core Elements Guidebook](#)

[Coordinated Entry Self-Assessment](#)

13. Scope of Work

The City of Durham’s Department of Community Development, as the Lead Agency for the Durham Continuum of Care, is soliciting a consultant to design and implement a CES planning process with CoC members, to develop written policies and procedures to govern CES implementation, and to oversee the implementation of the planning decisions and policies and procedures approved by the CoC Board. Anticipated tasks and design decision-points are described as follows:

Introductory Tasks
Develop a comprehensive inventory of stakeholder organizations that will be part of the CoC’s CES. Inventory should include organizations that provide the following services to person experiencing a housing crisis: Homeless Prevention, Homeless Diversion, Street Outreach, Emergency Shelter, Transitional Housing, Rapid Rehousing, Permanent Supportive Housing
Work with the CoC Board and its subcommittees to establish a coordinated entry system planning committee that includes representation from key stakeholders
Access
1.1.1 Develop written policies and procedures that describe the relationship of the CoC(s) to the coordinated entry process, addressing at a minimum how the core elements of ensuring access, standardizing assessments, and implementing uniform referrals will operate throughout the CoC.
1.1.2 Develop written policies and procedures that detail a process by which street outreach staff ensure that persons experiencing a housing crisis who are encountered on the streets are prioritized for assistance in the same manner as any other person who accesses and is assessed through coordinated entry.
1.1.3 Develop written policies and procedures that document how persons are ensured access to emergency services during hours when coordinated entry’s intake and assessment processes may not be operating. Additionally, written policies and procedures must describe the process by which persons will be prioritized for referrals to homelessness prevention services.
1.1.4 Develop written policies and procedures that detail the CoC’s standardized assessment process, including documentation of the criteria used for uniform decision-making across access points and across staff conducting assessments. Written policies and procedures must separately document the criteria for uniform decision-making for each of the following subpopulations: <ul style="list-style-type: none">a) Adults without Childrenb) Adults accompanied by childrenc) Unaccompanied youthd) Households fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions (including human

<p>trafficking)</p> <p>e) Persons at imminent risk of literal homelessness, for purposes of administering homelessness prevention assistance.</p>
<p>1.1.5 Develop written policies and procedures that include guidelines for how the CoC will ensure that all populations and subpopulations in the CoC’s geographic area have non-discriminatory access to the coordinated entry process. This applies to people experiencing chronic homelessness, veterans, adults with children, youth, and survivors of domestic violence, and regardless of the location or method by which they access the crisis response system. Written policies and procedures must also document steps taken to ensure that access points are accessible to people with disabilities as well as those people in the CoC who are least likely to access homeless system assistance.</p>
<p>1.1.6 Develop written policies and procedures that establish protocols that ensure at a minimum that people fleeing, or attempting to flee, domestic violence have safe and confidential access to coordinated entry and that data collection conforms to the applicable requirements of the Violence Against Women Act, CoC Program, and/or HMIS Data Standards. Written policies and procedures must also describe the CoC’s protocol for extending coordinated entry safety planning and protections to victims of domestic violence who are staying at non victim service provider projects. In addition, written policies and procedures for coordinated entry must include protocols that ensure at a minimum that people fleeing, or attempting to flee, domestic violence and victims of trafficking have safe and confidential access to the coordinated entry process and victim services, including access to the comparable process used by victim service providers, as applicable, and immediate access to emergency services such as domestic violence hotlines and shelters</p>
<p>1.1.7 Develop written policies and procedures that include protocols for obtaining participant consent to share and store participant information for purposes of assessing and referring participants through the coordinated entry process. Written policies and procedures must also ensure participants can freely abstain from disclosing and sharing information without fear of denial of services resulting from the refusal.</p>
<p>1.3.2 Evaluate current CES access points and determine if they should be maintained, merged or expanded. Work with CoC stakeholders to determine the best coordinated entry access model and provide a written plan that describes:</p> <ul style="list-style-type: none"> a) How outreach teams will best interface with the access points of the model selected for implementation b) The staffing levels needed to meet anticipated demand for access to the CoC’s coordinated entry and assessment processes c) The supervision and feedback loop with which CES staff will be supervised and monitored d) Map of the ideal flow and volume of how persons will access the CoC’s crisis response services e) A communications plan to share information about the access points with stakeholders, providers, community referral sources, and people experiencing a housing crisis who are likely to seek crisis response services from the CoC f) Documentation of the operational and programmatic practices of the access points
<p>Assessment</p>
<p>2.1.1 Develop written policies and procedures that detail the standardized assessment process, including documentation of the criteria used for uniform decision-making across access points and staff. If the CoC is differentiating access points and assessment tools for any of the five HUD-designated subpopulations, written policies and procedures must separately document the criteria for uniform decision-making for each subpopulation. The criteria must be based on the prioritization standards adopted by the CoC that are used for its different access points and assessment processes.</p>

2.1.1.2 Develop written policies and procedures that outline a process whereby necessary information may be obtained when a person being assessed refuses to answer one or more assessment questions.
2.1.1.3 Develop training protocols (including annual refresher training guidelines) for any organizations that serve as access points or otherwise conduct assessments. The training protocols must provide all assessors with materials that clearly describe how assessments are to be administered with fidelity to the written policies and procedures of the CoC's coordinated entry process. The training protocols must include the requirements for prioritization and the criteria for uniform decision-making and referrals.
2.2.2 Work with the CES planning committee to deliver a comprehensive written triage and assessment tool that considers all of the following stages of the CES: <ul style="list-style-type: none"> a) Initial triage b) Diversion c) Intake d) Initial assessment e) Potential eligibility assessment f) Comprehensive assessment g) Next-step / moving on assessment
2.3.1 Provide written recommendations for which agency or agencies within the CoC are best positioned to conduct assessments. Where assessment occurs in phases, one agency potentially could conduct the assessments across all phases, or a host of agencies could participate to varying degrees with each phase
2.3.1.1 Provide written recommendations for CES staff qualifications, education, and experience for each assessment phase
2.3.1.1 Develop an annual operating budget for the CES that considers costs for: <ul style="list-style-type: none"> a) Staffing b) Assessment tools c) Cost for development or augmenting of a CES data management system d) Operational costs associated with any facilities utilized e) Training of CES staff f) Evaluation and reporting
Prioritization
3.1.1 Develop written policies and procedures that govern prioritization processes, including the process by which prioritization decisions will be made for each project type (e.g., PSH, RRH) and the criteria used for prioritization decisions.
Referral
4.1.1 Develop written policies and procedures that document the uniform referral process for all participating projects, including allowable entry requirements and protocol for a project rejecting a referral
4.2.4 Establish a written plan for referral data management and efficiency tracking that includes protocol with which sharing of data and information will occur across organization during the entire CES process
4.2.5 Establish a recommended timeline for full CES implementation throughout the CoC

14. Definitions:

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) “CoC” means the Durham Continuum of Care and its decision-making Board, the Homeless Services Advisory Committee
- (d) The “proposal” is the response of a person, firm, or corporation proposing to provide the services sought by this RFP.
- (e) The word “Candidate” or “candidate” is the person, firm, or corporation that submits a proposal or that is considering submitting a proposal.
- (f) The word “Contractor” or “contractor” is the person, firm, or corporation with which the City enters into a contract to provide the services sought by this RFP. That is, “contractor” generally refers to a successful candidate that has obtained a fully executed contract with the City, while “candidate” is generally reserved to the stage before a contract has been signed.
- (g) 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.
- (h) “CES” means a “Coordinated Entry System” or “Coordinated Entry Process,” as described by HUD in the document [Coordinated Entry Core Elements Guidebook](#): “the coordinated entry process is an approach to coordination and management of a crisis response system’s resources that allows users to make consistent decisions from available information to efficiently and effectively connect people to interventions that will rapidly end their homelessness.”

15. Contract.

The City anticipates that the conclusion of the RFP process will be a contract between the City and the successful candidate under which the successful candidate will provide the services generally described in this RFP. It is the City’s intention to use the contract that is attached as Exhibit A, 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.

16. Trade Secrets and Confidentiality

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

Definitions. In this section (Trade Secrets and Confidentiality) –

- The term “candidate” includes the candidate as contractor (that is, after it is a party to a contract with the City).
- The term “trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:
 - a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
 - b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.
- The term “record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Durham in connection with the candidate’s proposal.

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

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

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

(1) Decline the request for access,

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

(3) Notify the candidate of the request and that the City intends to decline the request.

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

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

17. Bond. No performance bond or payment bond is required for this contract

18. Insurance Requirements. Candidate agrees to maintain, on a primary basis and at its sole expense, at all times during the life of a Contract the following coverage and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Candidate is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Candidate under a Contract with the City of Durham.

Professional Liability- Limits no less than \$1,000,000 each occurrence.

Umbrella or Excess Liability – Candidate 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. Candidate agrees to endorse City of Durham as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

Worker’s Compensation & Employers Liability – Candidate 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 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

Additional Insured- Candidate agrees to endorse the City of Durham as an additional Insured on the Professional Liability coverage.

Certificate of Insurance- Candidate agrees to provide the City of Durham a Certificate of Insurance evidencing that all coverage’s, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Candidate’s insurer. If Candidate 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, Candidate 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 the coverage no longer in compliance. Certificate Holder address should read:

City of Durham
Attn: Department of Community Development
101 City Hall Plaza
Durham, NC 27701

The Certificate of Insurance must be uploaded into On Base for Risk Management’s approval.

All insurance companies must be authorized to do business in North Carolina with a Best rating A-VIII or higher.

19. Discretion of the City.

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

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

20. Anticipated Schedule for Delivery

A. Project Schedule: The project schedule set forth herein represents the City’s desires and expectations. The proposed schedule is as follows:

Request for Proposals Issued:	July 10, 2017
Pre-proposal Conference Call/Meeting (optional) Call #: 641-715-0632, Meeting ID#185831	July 21, 2017, 10 AM
Written Question and Response Period closes:	July 26, 2017
Written Questions and Responses Posted:	July 31, 2017
Proposals Due	August 11, 2017, 4:30 PM
Evaluation of Proposals	August 18, 2017
Execution of Contract:	October 1, 2017
Completion of Contract	September 30, 2018

B. 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.

C. Deadline to Submit Proposals. Candidates should see that their proposals are received at the address indicated in this RFP by 4:30 PM on August 11, 2017.

30. Getting More Information on the Project & the RFP Process

A. Questions about this RFP and the RFP process should be submitted via email to the project managers identified at the beginning of this RFP. Responses to all written questions received on or before midnight EDT on July 26, 2017 will be publicly posted to www.durhamopeningdoors.org and <http://durhamnc.gov/445/Community-Development> no later than 4:30 PM on July 31, 2017.

B. Pre-submittal meeting and conference call: A pre-submittal meeting will be held with interested candidates on July 21, 2017 at 10 AM. Candidates also may participate in the meeting via Conference Call. Call #641-715-0632, Meeting ID# 185831

C. Updates & revisions to this RFP: If candidates have supplied the Project Manager with a preferred method of contact (email, fax, etc.), any updates to this RFP (“addendums”) will be sent to the candidates in that manner. This RFP and any addenda will be posted to www.durhamopeningdoors.org and <http://durhamnc.gov/445/Community-Development>. Candidates should check the websites regularly to ensure that they have received all addenda.

40. 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, as described in the Evaluation Criteria below. The Evaluation Criteria are intended to be used to make a recommendation to the City officials who will make a decision on an award, 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.

A. 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 candidate is expected to provide?
- (d) How well has the candidate demonstrated that it understands the proposed schedule and can meet it?

- (e) Adherence to the City's UBE program.

B. 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?

C. Management Plan for the Project— 10 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 authority 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?

D. Experience and Qualifications— 40 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?

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 subcontractors will perform work on the contract, how well do they measure up to the evaluation used for the candidate?

E. Contract Cost— 30 points

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.

50. Proposal Format and Content

A. Sections of the Proposal

In order to evaluate Proposals fairly and completely, proposals should follow the format set out herein and provide all of the information requested. The focus of the submittal should address the Scope of Services and the information requested in this RFP.

The submission must follow the format outlined herein. The City may reject as nonresponsive at its sole discretion any response or any part thereof that is incomplete, inadequate, or departs in any substantive way from the required format.

Lack of response to any of the criteria may constitute a non-responsive Proposal.

All Proposals will be evaluated on the completeness and quality of the content. Only those providing complete information as required will be considered for evaluation. The City of Durham reserves the right to reject any and all proposals, to solicit additional information from any applicant, and to not award a contract to any applicant, should it so desire.

The Proposal should include sections, numbered as follows:

1. **Contact information.** Include the candidate's name and address, and the contact information (name, mailing address, email address, fax number, and telephone number) of the person whom the City should contact regarding the proposal.
2. **Legal Status of the Candidate and Signers.** State the full, exact name of the candidate. State whether the candidate is an individual, corporation, limited partnership, general partnership, limited liability company, professional corporation, professional association, etc. If it is anything other than an individual or a general partnership, specify the State under which the entity is organized. If the State under which the entity is organized is not North Carolina, specify whether the candidate has received a certificate of authority from the N. C. Secretary of State to transact business in North Carolina. State whether the entity is in existence at the time the proposal is submitted, and if not, whether and when the candidate intends to officially form the entity. State the names and titles of the individuals who will sign the contract with the City. Confirm that the firm will comply with all of the provisions in the request, and if applicable, provide notice that the firm qualifies as a City of Durham bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.
3. **Qualifications, References, and Licenses.** This part should include the candidate's experience on similar projects and include at least three references and how to contact them. Eligible applicants may include private nonprofit organizations, for profit or State or local government entities. There is likely to be a strong preference in favor of candidates with a minimum of three years of experience in Leadership of a Collaborative Process, Systems Change, and implementation of a CES. Provide a summary of the firm's experience in designing and implementing a CES for a CoC or multiple CoCs.

Provide a narrative description of the firm's team and experience addressing the following areas:

- a. Describe your experience providing consulting services. Please provide a brief history of your organization, i.e. number of years you've been in service, sample of former clients.
- b. Describe your organization's experience working with homeless service agencies and programs. Include any experience providing technical assistance to homeless service organizations.
- c. Specifically, describe your organization's experience planning, implementing and evaluating and/or administering a Coordinated Entry/Assessment system.
- d. Describe your organization's experiencing administering a Systems Change model.

e. Describe your organization's experience and approach in facilitating large and small groups of community partners and stakeholders with varying perspectives and negotiating towards a shared common goal.

4. **Project Team, Location of Work, and Subcontracting.** State the names and qualifications of the individuals who will have responsibility for this project. Proposals should state to what extent, if any, the work may be subcontracted.

5. **Management Plan for the Project.** Provide a comprehensive narrative statement that illustrates the understanding of the requirements of the project, the project schedule with projected milestones, and the plan the candidate intends to follow. Illustrate how the plan will serve to accomplish the work and meet the City's project schedule

6. **Compensation.** Explain the entire compensation arrangement that you propose. Proposals shall include a budget that details the estimated number of hours of work needed to complete each item identified in the Scope of Work above, the pay rate, and an estimate for additional expenses, e.g. travel, office supplies, etc.

7. **References.** Please list at least three (3) and not more than six (6) consumer or client references with contact information and a brief description (50 words or less) of the consultant services provided to the client.

8. **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, these assumptions should be explicitly stated in the Proposal.

9. **Equal Business Opportunity Program Professional Services.** 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.

There are no MUBE or WUBE goals for this project. In accordance with the Ordinance, all contractors are required to provide information requested in the Professional Services Forms package. It is the intention of the City that proposals that do not contain the appropriate, completed Professional Services Forms will be deemed non-responsive and ineligible for consideration and that the Participation Documentation and the Employee Breakdown documents are required of all contractors. In lieu of the Employee Breakdown, contractors may submit a copy of the current EEO-1 form (corporate basis). Other forms in the package should be used as needed.

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

Forms demonstrating compliance with the City’s Equal Business Opportunity Program as described below should be submitted in this part.

10. Statement Confirming the Applicant Has Read HUD Documents. Form documenting that the candidate has reviewed essential HUD documents related to a CES.

B. Cover Letter

The Proposal should contain a cover letter, signed by a principal(s) of the legal entity(s) under which the candidate submits the Proposal. The cover letter should contain the following statement:

The undersigned, whose title and position with the Candidate is stated next to or beneath his or her signature, has the authority to submit this RFP (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 agreement to be signed.

Cover letters also shall contain one (1) of the following paragraphs. 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 NON 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 RFP or the contemplated agreement, if should an agreement be negotiated with 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 RFP or contemplated agreement; should an agreement be negotiated with the Candidate, the Candidate will not submit any trade secrets to the City in connection with this RFP or the agreement. The Candidate acknowledges that the City will rely on the preceding sentence.

This RFP is not an offer, and the Candidate retains the right to decline to enter into an agreement with the City for the proposed project.

Addenda. The cover letter should list the last addendum that the City may issue for this RFP, with a statement such as *“The undersigned candidate has read all the addenda 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.

60. NO COMPENSATION AND LEGAL RESPONSIBILITY

A. No Compensation Express or Implied. No compensation shall be expressly due or implied to be due to any Candidate unless and until a contract is mutually negotiated between the parties, and thereafter approved by the Durham City Council or its designee, and has been fully executed by all parties. Said agreement shall dictate the terms upon which any eventual compensation may be earned.

B. 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 RFP process. No Candidate will have any claims or rights against the City for the City’s failure to enter into an agreement with the Candidate or for entering into an agreement with another person, firm, or corporation, regardless of whether the other person, firm, or corporation participated in the RFP process or did not submit a RFP that complied with the RFP. A notice of intent to award will not constitute acceptance by the City; the City’s only method of acceptance is the City’s execution of a formal development agreement in accordance with law.

C. Assumptions Regarding City of Durham Actions and Participation. Should a Candidate assume that the City will take certain actions, provide facilities, or do anything else; such assumptions shall be stated explicitly in the response to this RFP.

70. HOW TO SUBMIT A PROPOSAL

Submissions shall be addressed and delivered in a sealed envelope or box as follows:

Durham Opening Doors, Attn.: Lloyd Schmeidler
C/O Department of Community Development
City of Durham
807 E. Main Street, Build 2-200
Durham, NC 27701

Respondents must submit one paper original and one copy (a total of two) of their Proposal, each in a separate three-ring binder, and one digital copy on a flash drive or compact disc with the cover letter and each content section in a separate electronic file. Proposals are to be received no later than 4:30 PM on August 11, 2017. Proposals should not be made by email or fax.

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

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

Values of City of Durham regarding Treatment of Employees of Contractors

- A. **Statement of City EEO Policy.** The City of Durham opposes discrimination in employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Therefore, it desires that firms doing business with the City:
1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
 2. Take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. This action includes employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 3. State, in solicitations or advertisement for employees, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
 4. Include this Statement of City EEO Policy in every purchase order for goods to be used in performing City contracts and in every subcontract related to City contracts.
- B. **Livable Wage.** The City of Durham desires that firms doing business with the City pay their workers an hourly wage while working on City contracts such that, if annualized, a person working 40 hours per week will earn enough money to support a family of four above the poverty level, as poverty is defined by the United States Census Bureau. The current living wage for Durham is \$12.53 per hour. That wage is adjusted annually, and the wage as adjusted will be posted on the City's Purchasing Division web page. The City's desire is that firms pay the wage as adjusted from time to time.



CITY OF DURHAM EQUAL BUSINESS OPPORTUNITY PROGRAM

PROFESSIONAL SERVICES FORMS

Revised 03/2016



**Phone: 919-560-4180
Facsimile: 919-560-4513**

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

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

CITY OF DURHAM EQUAL BUSINESS OPPORTUNITY PROGRAM

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 Equal Opportunity/Equity Assurance 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.

There are no MWBE goals for this project. In accordance with the Ordinance, all contractors are required to provide information requested in the Professional Services Forms package. It is the intention of the City that proposals that do not contain the appropriate, completed Professional Services Forms will be deemed non-responsive and ineligible for consideration and that the Participation Documentation and the Employee Breakdown documents are required of all contractors. In lieu of the Employee Breakdown, contractors may submit a copy of the current EEO-1 form (corporate basis). The Letter of Intent to Perform as a Sub-consultant form included with the Equal Business Opportunity Program Professional Services forms should be completed only if an Underutilized Business Enterprise (UBE) firm will be utilized. These forms must be submitted with the proposal. The "UBE Goals Not Met/Documentation of Good Faith Efforts" form and the "Post Proposal Submission Deviation" form are not applicable at this time. Other forms in the package should be used as needed.

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

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 a 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.

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

Letter of Intent to Perform as a Sub-consultant/Subcontractor must be completed for 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 Equal Opportunity/Equity Assurance Department must be notified if the proposed sub-consultant/subcontractor is unable to perform and for what reasons. Substitutions of sub-consultants/subcontractor, both prior to and after awarding of a contract, are subject to City approval.

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 PROFESSIONAL SERVICES

Goal

The purpose is to provide UBEs owned by minorities and women with equal opportunities for participation on City of Durham contracts.

Definition of the Scope of the Selection Policy

The Equal Opportunity/Equity Assurance 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) 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 Proposals. 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 Equal Opportunity/Equity Assurance 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 sub consultants;
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 Equal Opportunity/Equity Assurance Department in creating and identifying separate work.

Project Evaluation

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

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

Names of all firms Project and sub consultants/ sub- contractors)	Location	UBE Firm Yes/No	Nature of Participation	% of Project Work
--	-----------------	------------------------	--------------------------------	--------------------------

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

TOTAL _____

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

Signature

Date

**COMPLETE THIS FORM OR ATTACH COMPUTERIZED FORM
EMPLOYEE BREAKDOWN**

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

Part A – Employee Statistics for the Primary Location

M—a—l—e—s	F—e—m—a—l—e—s
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Employment category	Total Employees	Total males	Total females	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manager													
Professional													
Technical													
Clerical													
Labor													
Totals													

Signature - Authorized Officer of Prime Consultant/Contractor Firm

Date

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

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 Islander	Indian or Alaskan Native
Project Manager													
Professional													
Technical													
Clerical													
Labor													
Totals													

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 _____

Date _____

Statement Confirming the Candidate has Reviewed Essential HUD Documents

With the signature below, the Candidate confirms that it has read and is familiar with the following documents released by the U.S. Department of Housing & Urban Development (HUD) that address the requirements for and components of a Coordinated Entry and Assessment System (CES):

[The Homeless Emergency Assistance & Rapid Transition to Housing \(HEARTH\) Act](#)

[Opening Doors: The Federal Strategic Plan to Prevent and End Homelessness](#)

[The Continuum of Care Interim Rule](#)

[Notice CPD-16-11](#)

[Notice CPD-17-01](#)

[Coordinated Entry Process Self-Assessment](#)

[Coordinated Entry Core Elements Guidebook](#)

This statement shall be signed by the same person who signs the Cover Letter of the Proposal.

Name & Title-Printed or Typed

Signature

Date

Exhibit A-Sample Contract

CONTRACT FOR CONSULTANT SERVICES FOR COORDINATED ENTRY SYSTEM DEVELOPMENT

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”), [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 principal office or place of business.].

Sec. 1. Background and Purpose. The Durham Continuum of Care (CoC) desires to strengthen its Coordinated Entry & Assessment System (CES) in order to better address the housing crises of people at risk of or experiencing homelessness and to ensure full compliance with requirements for CES established by the U.S. Department of Housing and Urban Development (HUD) [in 24 CFR 578.7\(a\)\(8\)](#) and in its [Notice: CPD 17-01](#). As the CoC Lead Agency, the City of Durham enters into this contract to further the development of Durham’s CES.

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor’s. The Contractor shall provide the services identified in the accompanying and agreed upon Scope of Work and according to the schedule outlined within the Scope. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. 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.

Sec. 3. Reserved.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically

stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor's Billings to City. Compensation. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City, all expenses associated with the fulfillment of the contract's Scope of Work and include supporting documentation of such expenses, e.g. copies of time sheets, receipts, etc. Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall pay the Contractor for the Work as follows: The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 6. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes sub-consultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, 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 Subcontractors," 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 the sums estimated by the Project Manager to be

(i) the amount of interest due to the Subcontractor under subsection (a), and/or

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

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 Subcontractors") shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding

invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

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

Sec. 7. Insurance Requirements

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverage 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.

Professional Liability- Limits no less than \$1,000,000 each occurrence.

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 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 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 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

Additional Insured- Contractor agrees to endorse the City of Durham as an additional Insured on the Professional Liability coverage.

Certificate of Insurance- Contractor agrees to provide the City of Durham a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by 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 the coverage no longer in compliance. Certificate Holder address should read:

City of Durham
Attn: Department of Community Development
101 City Hall Plaza
Durham, NC 27701

The Certificate of Insurance must be uploaded into On Base for Risk Management's approval.

All insurance companies must be authorized to do business in North Carolina with a Best rating A-VIII or higher.

. 8. Performance of Work by City. If the Contractor 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 notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Exhibits. The following exhibits are made a part of this contract:

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) 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. All such notices shall be given by personal delivery, fax, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or certified United States mail, return receipt

requested, addressed as follows. The parties are requested to send a copy by email.

To the City:

Lloyd Schmeidler, Department of Community Development
City of Durham
101 City Hall Plaza
Durham, NC 27701-3329
The fax number is (919)560-4090
Email: Lloyd.schmeidler@durhamnc.gov

To the Contractor:

[Insert name and address]

The fax number is _____.

Email:

(b) Change of Address. Date Notice Deemed Given. A change of address, email address, fax number, or person to receive notices under subsection (a) shall be made by notice given pursuant to subsection (a). All notices and other communications related to or under this contract shall be deemed given and sent at the time of actual delivery, if personally delivered or sent by fax, personal delivery, UPS, Federal Express, or a designated delivery service. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs. If the notice is undeliverable because the information given to the City under this section is incorrect, incomplete, or out of date, the notice will be deemed given and sent on the date that the City attempted to deliver by fax, or the date the City placed the notice in the custody of UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or the U. S. Postal Service for certified United States mail, return receipt requested.

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this

subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 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 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 under this contract. For purposes of this contract, the word "candidate" in the RFP section just cited shall mean the "Contractor."

Sec. 13. Reserved

Sec. 14. State Law Provisions.

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

relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

(b) Iran Divestment Act Certification. The Contractor certifies that, if it submitted a successful bid for this contract, then as of the date it submitted the bid, the Contractor was not identified on the Iran List. If it did not submit a bid for this contract, the Contractor certifies that as of the date that this contract is entered into, the Contractor is not identified on the Iran List. It is a material breach of contract for the Contractor to be identified on the Iran List during the term of this contract or to utilize on this contract any subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section -- “Contractor” means the person entering into this contract with the City of Durham; and “Iran List” means the Final Divestment List – Iran, the Parent and Subsidiary Guidance– Iran list, and all other lists issued from time to time by the N.C. State Treasurer to comply with G. S. 147-86.58 of the N.C. Iran Divestment Act.

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. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor 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 to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such 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 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 and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

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

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

(h) EBOP. The Contractor 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 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. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor 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 alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

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

(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) 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) 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 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 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 _____

[The following officers may sign for the corporation: chairperson; president; chief executive officer; vice-president; assistant vice-president; treasurer; or chief financial officer.]

[Type or print the contractor's name.]

By: _____ (SEAL)

Title of officer: _____

[Type or print the contractor's name.]

ATTEST:

_____ Secretary

(SEAL)

By: _____

_____ President