



Request for Qualifications # 274-SM2024-0031

Title: On-Call Stormwater Consulting Engineering Services

Issue Date: September 19, 2024

Due Date: November 18, 2024
not later than: 4:00 PM ET

Issuing Department: Engineering Services Department / Stormwater Management Program

Direct all inquiries concerning this RFQ to:

Scott D. Bryant, PE
Stormwater Business & Financial Operations Manager
Via e-mail only: scott.bryant@raleighnc.gov

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1 INTRODUCTION

1.1 Purpose

The dynamic and leading City of Raleigh Stormwater Management Program is seeking the most qualified firm(s) with which to contract for professional on-call stormwater consulting engineering services and related ancillary support services.

Given our growing workload and level of service for the community, selection of multiple qualified firms is anticipated that will be able to offer, integrate, and importantly deliver proven municipal stormwater engineering experience and related expertise.

Professional services are envisioned to be provided for a timeframe of up to five years and will be performed under Master Service Agreements (MSA) with individual Statements of Work (SOW) for specific projects and tasks. During the course of on-call services, certain on-call projects may require interviews prior to firm selection(s), if and upon MSA award(s) issuance.

Stormwater projects designated as suitable for the on-call consultant services contracts will have an anticipated construction cost no greater than \$15 million where construction is applicable. In addition to engineering design projects, on-call consultant services may also include planning-level analysis and studies, asset management and related information management projects, watershed management and floodplain studies and master plans, and other projects that may or may not have an associated construction element. Ancillary services in support of projects and studies will also be deemed suitable for on-call consultant services contracts.

Firms may submit qualifications for any or up to all of the **four categories** below:

Category 1 – Major and Minor Stormwater Infrastructure Projects; Drainage Assistance Projects; and Capital Improvement Projects including Lake/Dam Projects

Category 2 - Water Quality Projects and Studies; Streams, Wetlands, and Natural Systems Projects and Studies; Green Stormwater Infrastructure (GSI); NPDES MS4 Program Evaluation and Compliance Support.

Category 3 – Stormwater Data Management, Data Analysis, and Geographic Information Systems; and Stormwater Asset Management for System Conveyances, Stormwater Control Measures, and Programmatic Dams Asset Management

Category 4 – Watershed Management, Master Planning, and Modeling Studies and Floodplain Management Program Support, Floodplain Modeling, and Flood Hazard Mitigation and Resiliency Program Support

A high-level and preliminary envisioned generalized scope of services by category is provided in Section 4 of this document.

Firms should be cognizant of and well-qualified to accommodate some important general themes across each of the various categories of work.

- Green Stormwater Infrastructure (GSI) integration to the maximum extent practicable is a key City policy and goal for its stormwater and other capital improvement projects. The City seeks to lead GSI by example.
- Equitable community engagement is critical for each and every project as Raleigh seeks to plan, design, and deliver services and projects supporting the highest quality of life for all of the Raleigh community. This includes developing innovative as well as out-of-the-box solutions that are cost-effective and high quality.
- Experience with alternative methods of project delivery including but not limited to potential consulting engineering services supporting design-build and construction management at risk (CMAR).
- Efficient and effective utilization of eBuilder. eBuilder is the City's enterprise project management software system and will be applied for on-call consulting services that may result from this RFQ.
- Support of the City in seeking, applying for, and administering other funding for projects including potential state grant opportunities, state revolving funds, and other potential state and/or federal grant and funding programs as specifically related to on-call projects may be required and experience with this aspect of project delivery will be considered beneficial.
- In all categories of work as applicable, it is expected that firms will be able to provide any required engineering support services such as surveying and subsurface utility engineering either in-house or through a proven teaming relationship with a qualified provider.
- Keen attention to project delivery including budget management, schedule management, and quality as well as developing accurate budgetary cost estimates (engineer's cost estimates) for construction will be important. These and other factors will be important for successful consulting services.

Information related to this solicitation, including any addenda, will be posted to the North Carolina Electronic Vendor Portal <https://evp.nc.gov/>

Any/all questions related to this qualifications-based solicitation must be submitted in writing (**via email only**) to the following City of Raleigh Point of

Contact for this RFQ:

City of Raleigh RFQ # 274-SM2024-0031 Point of Contact	Email Address
Scott Bryant	scott.bryant@raleighnc.gov

Questions submitted via telephone and/or other means such as texts will not be accepted nor 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 strong economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to Raleigh and the Triangle area. The mild climate, diverse work force, commitment to equity and resilience, and proximity to Research Triangle Park combine to make Raleigh a great place to live, work, and play.

Raleigh is a 21st Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City seeks to protect natural and environmental resources through best practice and cutting-edge conservation and stewardship, planned land use, and sustainable 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 the standard of living for all citizens and residents. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage success for local businesses, entrepreneurs, and non-profit organizations. 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 and residents.

The City of Raleigh Stormwater Management Utility/Program provides and funds comprehensive public stormwater services for Raleigh. Stormwater services include major and minor stormwater capital improvement projects, stormwater regulatory compliance and development review, floodplain management, erosion and sediment control, asset management and drainage system operation and maintenance, watershed master planning, water quality retrofit programs, stormwater utility administration, and public communication, outreach, education, engagement, and involvement.

For more information on the City’s Stormwater Management Program please visit the program website at www.RaleighNC.gov, and search “stormwater”.

<https://raleighnc.gov/stormwater>

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 request. All times shown are Eastern Time (ET):

RFQ Process	Date and time
RFQ Advertisement Date	<i>September 19, 2024</i>
Pre-Submittal Conference, Not Mandatory (In-Person Meeting with Virtual option)	<p><i>October 7, 2024 at 3:00 PM ET – 5:30 PM ET</i></p> <p>A non-mandatory, in-person pre-submittal conference meeting with a virtual participation option is being planned for this RFQ for all interested participants.</p> <p>The in-person meeting will be at Raleigh Union Station beginning promptly at 3:00 PM and adjourning by 5:30 PM.</p> <p>When: Monday, October 7; 3:00 PM to 5:30 PM Where: Raleigh Union Station (Conference Room 206), 510 W Martin St, Raleigh, NC 27601</p> <p>Please use the link below to register for the virtual conference option:</p> <p>https://events.gcc.teams.microsoft.com/event/096c4f6c-409e-4875-bafa-5b6b7fcd8614@f03ae146-d945-4924-95c0-7b661c30ddb</p>
Deadline for written questions	<i>By or before October 14, 2024, 1:00 PM ET</i>
City Response to Questions (anticipated)	<i>By or before October 28, 2024, 5:00 PM ET</i>
Submittal Due Date and Time	<i>November 18, 2024 by 4:00 PM ET</i>
Evaluation Timeframe (anticipated)	<i>November 19, 2024 – January 31, 2025</i>
Interviews (if required)	<i>Interviews are not anticipated for this RFQ</i>
Selection(s) Announcement (tentative)	<i>Notifications to firm(s) during February 2025; Recommendations to Raleigh City Council for official consideration by or before March 2025</i>

1.4 Pre-Submittal Conference

In the event that the City of Raleigh elects to conduct a Pre-Submittal Conference or Site Visit, attendance by prospective proposers is encouraged but is not mandatory. An in -person with virtual option pre-submittal conference is planned for this RFQ. Please refer to RFQ Section 1.3 for more information including web link for joining the in-person with virtual option pre-submittal conference event. Prospective proposers are encouraged to submit written questions in advance.

1.5 Questions

Requests for clarification and questions to this RFQ must be received by the City not later than the date and time shown above in Section 1.3 RFQ Timeline, for the submittal of written inquiries. 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 the North Carolina Electronic Vendor Portal <https://evp.nc.gov/>. 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 this RFQ along with any addendums to this RFQ.

It is important that all Respondents submitting to this RFQ periodically check the North Carolina Electronic Vendor Portal for any addenda. It is the responsibility of respondents to ensure that all addenda have been reviewed and, if required signed and returned.

All questions related to this solicitation must be submitted in writing (**via email only**) to the following individual with email subject/title -> “RFQ 274-SM2024-0031 Inquiry”:

Contact Name	Email Address
<i>Scott D. Bryant, PE</i>	<i>scott.bryant@raleighnc.gov</i>

Questions submitted via telephone and/or other means such as texts will not be answered.

(The remainder of this page is intentionally blank)

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 MAIL:</u>	<u>DELIVERED BY OTHER DELIVERY SERVICES:</u>
City of Raleigh	City of Raleigh
City of Raleigh Stormwater Management 1 Exchange Plaza 7th floor Room 706. Raleigh NC 27601 USA	City of Raleigh Stormwater Management 1 Exchange Plaza 7th floor Room 706. Raleigh NC 27601 USA
ATTN: Scott D. Bryant, PE	ATTN: Scott D. Bryant, PE
RFQ No. 274-SM2024-0031	RFQ No. 274-SM2024-0031

Proposals (if submitted in physical hardcopy format) must be enclosed in sealed envelope(s) or package(s) and clearly marked with the name of the submitting company/firm, the RFQ number (#274-SM2024-0031), and the RFQ Title (On-Call Stormwater Consulting Engineering Services).

Proposers can respond and submit either fully electronically or via physical hardcopies of all required submittal documents.

In all cases, submit one (1) signed original – this original document can be submitted electronically or via physical hard copy.

If submitting physical hard copies, then please submit one signed original document and five copies of the signed proposal document.

The electronic version of the proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF).

The electronic file version of the proposal should be sent securely via email to the City’s RFQ contact (scott.bryant@raleighnc.gov) as an attachment.

Physical hard copy or electronic versions must be received by the City on or before the RFQ date and time provided in Section 1.3 RFQ Timeline. **Proposals received after the RFQ deadline above will not be considered and will be returned unopened to the return address provided via email or on the submission envelope.**

Any requirements in the RFQ that cannot be met must be indicated on Appendix VII: Exceptions to the RFQ and submitted with the qualifications (proposal) package. 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.

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.

To reiterate, 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 1.6 by the due date and time specified in Section 1.3, RFQ Timeline.

1.7 MWBE Participation Form

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

Complete and submit the MWBE Participation Form (Appendix IV) with your qualification package.

1.8 Rights to Submitted Material

All qualification packages and supporting materials, as well as correspondences 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(s) is/are made. Qualifications 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 therefore be clearly marked. In submitting qualifications, each submitting firm/company agrees that the City may reveal any trade secret materials contained in such submittal to all City staff and City officials involved in the evaluation/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. Qualification submittals marked entirely as "confidential", "proprietary", or "trade secret" will be considered non-responsive and will be removed from the evaluation process.

1.9 Communications

All communications of any nature regarding this RFQ with any City staff, elected City officials, and/or 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 - RFQ Timeline. Violation of this provision may result in the firm's proposal being removed from consideration.

1.10 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.

1.11 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) states:

(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.

1.12 Proposer Expenses

The City of Raleigh will not be responsible for any expenses incurred by any firm/company in the development of a response to this Request for Qualifications (RFQ) 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(s) even if the awarding authority for each entity has formally accepted a recommendation.

1.13 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 the Exceptions to RFQ (see Appendix VII) 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.

1.14 Federal Funding Requirements

Certain work and services and/or materials to be provided under the contract awarded from this RFQ may be financed in whole or in part with Federal funding; including, but not limited to, funds from the Coronavirus State Fiscal Recovery Fund ("State Fiscal Recovery Fund") or Coronavirus Local Fiscal Recovery Fund ("Local Fiscal Recovery Fund" and, together with the State Fiscal Recovery Fund, the "Fiscal Recovery Funds") as established by the American Rescue Plan Act of 2021 ("ARPA"). As such, Federal laws, regulations, policies, and related

administrative practices apply to this contract. The most recent of such federal requirements, including any amendments made after the execution of this contract shall govern this contract, unless the Federal Government determines otherwise.

The City of Raleigh Federal Provisions and Requirements (see Appendix VI) identifies the Federal requirements that may be applicable to the contract(s) awarded from this RFQ. The awarded firm(s) is/are responsible for complying with any/all applicable Federal provisions.

2 QUALIFICATIONS PACKAGE

Submittal 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.

There is a specific page limit on responses to this RFQ → based on the category or total number of categories that the firm is proposing. Please note that the not-to-exceed page limits for qualifications-based proposals do not include information required to satisfy Tab 3 (Financial), Tab 5R (resumes), as well as any/all of the required appendix documents.

Please maintain at least a 3/4-inch margin all around on all pages (page size not to exceed 8.5 inch x 11 inch) and do not utilize a font size of less than 11 point for responses.

<u>Category or Number of Categories</u>	<u>Not-to-exceed page limit</u>
<u>One category</u>	<u>30 pages</u>
<u>Two categories</u>	<u>40 pages</u>
<u>Three categories</u>	<u>50 pages</u>
<u>Four categories</u>	<u>60 pages</u>

Clear, concise, and high quality, qualifications-based responses are encouraged in all cases, however.

Artificial Intelligence (AI) software has not been used to create this RFQ. Respondents to the RFQ cannot utilize AI software for creating content for any aspect of their qualifications-based proposals.

2.1 Request for Qualifications Required Document Format

Responses (qualifications-based proposals) should be well organized using tabs to separate each section, listed sequentially as follows:

Tab 1: Cover Letter

Provide an introductory letter summarizing the unique qualifications of your firm/team to meet the needs of the project(s) or on-call categorical stormwater consulting services.

Please clearly note in bold font within the cover letter header which category or categories of service the firm is proposing upon. Please also note on the outside cover of the proposal which category or categories of service the firm is proposing upon.

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 for the firm who serves as the point of contact for this solicitation.

Within the cover letter, please also provide a clear, concise, and compelling answer to this question:

“Why should the City’s Stormwater Management Program recommend your firm for on-call stormwater consultant services? Please provide the top three reasons.”

Tab 2: Corporate Background and Experience

Include background information on the firm (and team, if/as applicable) and provide detailed yet concise information regarding the firm's experience with similar categorical stormwater projects. Provide a list of all similar contracts performed in the past three years, accompanied by at least three 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 (or categorical services) who are also proposed for the subject project (or categorical services) named in this solicitation.

Firms/teams, while providing their overall corporate background and experience, are encouraged to highlight the background and experiences of personnel who are proposed to serve the City of Raleigh. The qualifications and experience of the project team members can and should be further expounded upon in Tab 5/Tab 5R.

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

the firm's past performance on similar projects.

Firms should also include a description of project delivery including managing project scope, schedule, budget, and quality. Firms should detail protocols for technical review of deliverables.

Tab 3: Financial Information (Note: Tab 3 Financial Information may be submitted separately and does not count towards the page limits. Please provide a Tab 3 with note within proposal to see financial information submitted separately if firm chooses to submit this section separately.)

Review and provide one of the following three (3) financial statement options:

Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement and, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFQ, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFQ)).

OR

Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement and, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFQ, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the Proposer's stated financing), personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability.

OR

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: On-Call Stormwater Services Understanding and Approach

Provide a comprehensive yet concise narrative, outline, and information demonstrating the firm’s understanding, approach to, and qualifications for accomplishing on-call projects/tasks for the category of service (or categories of service) as outlined in the Scope of Work section of this RFQ.

This section is where the firm should clearly specify and explain which on-call stormwater service(s) it is well-qualified for and wishes to pursue in response to this RFQ.

Qualifications-based understanding and approach information should be organized by the category or categories pursued by the firm. In other words, firms responding to more than one category should not “combine” their qualifications for multiple categories within this section.

There should be clear demarcations between multiple on-call stormwater service categories, if applicable, and all well-organized within Tab 4. Sub-tabs, for example, showing the category or various categories of service are suggested as one way to help organize information within Tab 4. And please remain cognizant of the page limits.

Tab 5: Project Team - Experience and 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, certifications, and experience of all executive, managerial, legal, administrative, and/or professional personnel to be assigned to this project, including brief resumes citing experience with similar projects and the responsibilities to be assigned to each person. (Resumes should be provided in a sub-tab, Tab 5R, within the overall Tab 5 section. Note that resumes submitted within Tab 5R do not count towards the overall page limit. Please number the pages within Tab 5R accordingly such as Page 5R-1, and so on.)

A project team organizational chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member should be included.

The project manager is a key role within the project team. The project manager should be clearly identified with qualifications, experience, and expertise highlighted as directly relevant to the category of service or categories of services for which the firm is pursuing in response to this RFQ.

To proactively address a question that may arise regarding the project team and project manager in cases where the firm/team is pursuing more than one category of services -> *should the firm provide a common team and common project manager for all of the various service categories?* The City's response is that the project team and project manager is fully at the discretion of the firm/team proposing. There could be one integrated project team offered by the firm/team to deliver a range of services, or there may be different teams for different specialized service categories.

A key is for the firm/team to put forth its most qualified project team and project manager for the category or categories of services. Firms should note as well the importance of clear and consistent communication and timely, high quality service delivery regardless of potential work for one category or multiple categories of services.

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 firm(s).

One copy of the Hourly Rate Schedule (see Appendix I) for all proposed project personnel should be enclosed in a separate, sealed envelope (or electronic equivalent).

This separate, sealed document shall not be opened or viewed by proposal evaluators until such time as after the firm(s) has been officially approved for contract award, if applicable.

Firms should assume rates that would be effective for the anticipated first year of on-call services (services projected to begin in spring 2025), should their firm be recommended and selected. Firms, if selected and approved, would then be eligible to submit updated hourly rates no more than once per year for City consideration and approval throughout the envisioned five-year service period.

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.

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 - 5)	(a) x (b) Weighted Score
Cover Letter (Tab 1)	5%		
Corporate Background and Experience (Tab 2)	10%		
Firm References	10%		
Firm Financial Stability* (Tab 3)	5%		
Understanding, Approach, and Ability to Meet On-Call Project Requirements (Tab 4)	30%		
On-Call Project Team and Project Manager: Experience and Qualifications (Tab 5/5R)	40%		
Final Score			

Scoring System: 0 through 5, whole numbers only – higher rating corresponds to higher rating of qualifications for given item.

- 0 – Missing or does not meet any aspect of minimum expectations
- 1 - Marginally Meets Some Expectations
- 2 - Partially Meets Expectations (“Fair”)
- 3 - Meets Expectations (“Average”)
- 4 - Exceeds Expectations (“Very Good”)
- 5 - Significantly Exceeds Expectations (“Excellent”)

*Firm Financial Stability: Firms that satisfy the minimum requirements herein to demonstrate financial stability will receive the average score of “3” for this item. Firms that do not respond to and/or do not satisfy this requirement will receive “0” for this item. This response requirement will not be waived for this RFQ.

Proposal evaluation teams will utilize the consistent scoring system above. To eliminate any potential differential scoring system interpretations from one evaluator to another, as individual evaluator scores are averaged along with scores of other evaluators, the City will utilize a forced ranking system prior to combining individual scores into team evaluation scores and to determine the final rankings of firms based upon qualifications, by category.

3.2 Final Selection

Qualifications will be reviewed after opening and will be ranked in order of choice based upon evaluation of qualifications, at which point contract negotiations will begin with the most qualified firm(s), upon official approval by the City. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm, and so on.

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 firm’s hourly rates (sealed until qualifications-based awards are made, if made), and/or written correspondence applicable to the RFQ, may become part of the contract documents. Failure of the awarded firm to perform as represented may result in contract cancellation.

3.3 Notice to Submitting Firms Regarding RFQ Terms and Conditions

It shall be the Submitting Firm’s responsibility to read the Instructions, the City’s terms and conditions, the Federal provisions and requirements, 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.

Submitters are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

3.4 Contract(s) Term

The contract(s) awarded from this RFQ shall be effective upon the date of the City’s signature (the “Effective Date”) and remain effective until the on-call services are completed subject to contractual timeframe requirements. While not guaranteed, the City anticipates Master Services Agreements for **up to five years** with multiple firms resulting from this RFQ.

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4 SCOPE OF SERVICES

Awarded firm(s) shall provide services, all as set forth in and consistent with this RFQ and more particularly yet also generally described in this Section 4. Given the wide potential range of on-call stormwater consulting services, please note that the RFQ cannot reasonably envision and cover each possible aspect and detail of the various scopes of services.

Firms/teams are encouraged to expound upon and amplify within their responses to the RFQ how they are best qualified to deliver services within the given category or categories of service, and how their expertise and experience can add value to the City's Stormwater Management Program and resulting On-Call Projects.

It is anticipated that this solicitation will result in a Master Services Agreement with varying individual Statements of Work associated with specific projects, tasks, and consulting services. Each individual Statement of Work will contain a detailed scope of services, schedule for performance, and associated budget for services.

It is envisioned that multiple firms will be selected for on-call services depending upon the qualifications of respondents to the RFQ and needs of the City's Stormwater Management Program for the range of on-call services as outlined herein.

As introduced earlier, firms may submit qualifications for any or up to all of the (four) categories below:

Category 1 – Major and Minor Stormwater Infrastructure Projects; Drainage Assistance Projects; and Capital Improvement Projects including Lake/Dam Projects

Category 2 - Water Quality Projects and Studies; Streams, Wetlands, and Natural Systems Projects and Studies; Green Stormwater Infrastructure (GSI); NPDES MS4 Program Evaluation and Compliance Support.

Category 3 – Stormwater Data Management, Data Analysis, and Geographic Information Systems; and Stormwater Asset Management for System Conveyances, Stormwater Control Measures, and Programmatic Dams Asset Management

Category 4 – Watershed Management, Master Planning, and Modeling Studies and Floodplain Management Program Support, Floodplain Modeling, and Flood Hazard Mitigation and Resiliency Program Support

Envisioned scope of services by category are described as follows in this Section 4. Firms should also note relevant themes for all service categories as mentioned within this RFQ and apply as fitting.

In all categories of work as applicable, it is expected that firms will be able to provide any required engineering support services such as surveying and subsurface utility engineering either in-house or through a proven teaming relationship with another provider.

The selected consultant(s) will be expected to use and participate in the City's use of project management and construction management software tools to track budgets, schedules, document controls, and project contractual and payment processes, and other business process tracking. The City is a user of the e-Builder project management software.

Selected firm(s) will also be expected to conduct regular communications and project meetings, as needed, with City staff. Detailed project activity reports, schedules, and detailed account balance reporting must accompany invoices for services. Invoices and progress reports must include earned value indexing and scheduling metrics.

Selected firm(s) will be expected to have in-house Quality Assurance and Quality Control (QA and QC) processes that will be executed prior to submittals being made to the City of Raleigh staff. Firms are encouraged to be specific and descriptive regarding their stormwater-specific QA and QC methods and approaches as this could be among potential key differentiators. Effective, regular, clear, and timely communication is important throughout successful project deliveries.

It should be noted that the City's Project Managers carry a significant workload and must rely upon well-qualified and dedicated on-call consultant partners to meet or exceed our goals for serving the Raleigh community. Firms are encouraged to highlight their abilities to effectively support the City's Project Managers through on-call service(s) delivery.

Potential types of projects to be performed under the on-call services scope of work include closed and open channel conveyance improvements, stream stabilization and restoration projects, stormwater control measures, green stormwater infrastructure, drainage improvements projects, pond, lake, and dam/spillway repair rehabilitation, asset management, stormwater information systems, and required supporting disciplines to complete such projects as described in somewhat more detail below.

Category 1 – Major and Minor Stormwater Infrastructure Projects; Drainage Assistance Projects; and Capital Improvement Projects including Lake/Dam Projects

Category 1 includes a wide range of major and minor stormwater infrastructure projects. Drainage Assistance Program projects are included within this category. Moreover, projects promulgated under the City's Lake Management Evaluation policy and Dams Asset management program are included within Category 1. Consulting for stormwater system repair projects including emergency repairs, if applicable, are included within this category. Firms/teams should include geotechnical expertise as needed especially as related to lake and dam projects but other projects may also require geotechnical.

Firms proposing to serve the City for Category 1 services should thus be well prepared to lead and deliver a range of CIP infrastructure projects, often with accelerated timeframes for delivery and unique challenges such as easement acquisition or dedication (as may be applicable), public and private utility coordination, development of preferred alternative solutions, integration of the City's innovative Green Stormwater Infrastructure (GSI) policy for CIP projects, understanding the City's Climate Action plans, and serving with equitable engagement of residents and the community throughout the project(s). The City's GSI policy requires the evaluation of GSI early in conceptual design for all City projects that disturb land.

<https://raleighnc.gov/stormwater/services/stormwater-projects>

<https://raleighnc.gov/stormwater/services/green-stormwater-infrastructure-initiatives>

Professional services to be provided by the selected on-call consulting firm(s) may include but are not limited to the following:

- Include capabilities for comprehensive project delivery including managing project scope, schedule, budget, and quality.
- Pre-project assistance and alternative evaluation of potential stormwater improvement projects.
- Demonstrate proven capabilities and methods for developing an accurate Opinion of Probable Cost at key design milestones.
- Demonstrate capabilities for designing with maintenance in mind and developing operations and maintenance manuals as may be required.

- Engineering analysis and design of traditional and innovative storm sewer system design features, GSI, drainage and culvert system retrofits, energy dissipators, traditional and innovative stormwater controls, dams and spillways, integral open stream channels, and other associated features.
- Evaluation of the existing drainage system under existing and future land use scenarios and identifying problem areas for both scenarios. Use of hydrologic and hydraulic modeling tools to support study and design services is desired. Identify areas of flooding for the 1-, 2-, 10-, 25-, 50-, 100-, 500- year storm event and increments of the Probable Maximum Precipitation (PMP) (1/3, 1/2, full PMP) as appropriate.
- Identification and prioritization of needed stormwater system improvements. Develop planning level cost estimates for each improvement and provide corresponding benefit levels. Services may include meetings with the City of Raleigh and affected property owners to identify project benefits, constraints, and alternatives to meet project objectives.
- Problems may include but are not limited to structural flooding, non-structural flooding, erosion, undersized and/or deteriorated drainage facilities, street flooding/roadway overtopping, water quality-related concerns, and improvements made to ancillary utilities necessary for the implementation of stormwater improvements.
- Surveying and field services to include engineering surveying, land surveying, property research, right-of-way surveying, hydrographic surveys, utility locations, and subsurface investigations. Both traditional and GPS surveying, and subsurface utility engineering (SUE) methods may be required. Preparation of temporary easement exhibits, and permanent easement exhibits and/or plats suitable for recordation may be required for some projects. Both must be prepared and sealed by a registered professional land surveyor (PLS).
- Engineering analysis, design of key stormwater features such as stream stabilization and restoration, traditional and innovative storm sewer system design, GSI, drainage and culvert system retrofits, energy dissipators, traditional and innovative stormwater controls, dams and spillways, and other associated features.
- Hydrologic and hydraulic models used for the City include HEC-HMS and HEC- RAS, EPA-SWMM, and PCSWMM. Other models may be utilized if shown to be equal or more appropriate for the given analysis and design situation. Existing and future conditions should be assessed with design generally based on future land use and roadway design standards.

- Construction document preparation which includes electronic and sealed drawings and specifications, project technical specifications, related project special provisions, construction cost estimates which includes estimated quantities and bid schedules of prices for related stormwater management structural elements. These may include retaining walls, headwalls, water- control/spillway structures, stormwater controls, etc. Structural design for cast- in-place elements is generally utilized in engineering construction drawings for stormwater improvement projects however approved pre-cast structures designed and sealed by a Professional Engineer (PE) or North Carolina Department of Transportation (NCDOT) approved structures can be utilized. Geotechnical work may be needed for certain projects and expertise in that area(s) should be addressed. The use of Engineers Joint Contract Documents Committee (EJCDC) contract documents, City of Raleigh standard details, standard drawings, specifications, and NCDOT drawings and specifications may be required in the preparation of the design drawings and construction document preparation.
- In addition to final plans and specifications (100%), the City may elect to review detailed design drawings and contract specifications at the 30%, 70%, and 90% (if necessary 95%) draft completion stages or at any phase at the discretion of the City. Key project milestones will be determined on a project-by-project basis during the scoping phase depending on project complexity. Consultants are encouraged to provide their recommendations as well for key design and contract specification milestones based on their experiences with similar projects.
- Field review(s) of the project with City staff prior to preparation of submittals will be required. Plans must contain accurate and reasonably comprehensive information on existing conditions within the project area that will be potentially affected by construction. Existing conditions features including private and public utilities within the project vicinity and/or affected by the project must be captured in the plan and designed for accordingly at the 30% submittal. This includes overhead and sub-surface utilities, if and as applicable.
- A 30% review will be encouraged by the City if it is believed that potential easement requirements, environmental compliance concerns, public or private utility conflicts, impacts to other properties or other issues warrant it.
- Both 70% (draft) and 90% (draft final) submittals must contain all project sheets and construction contract documentation to be routed internally within the City for construction review by public utilities (water and sewer), transportation, and conservation (erosion and sediment control).

- The City expects that only minor changes or revisions will be required for a well-prepared 95% plan submittal.
- Preparation of state and federal regulatory permit/certification applications, including supporting engineering and environmental documentation. These include, but are not limited to, North Carolina Department of Transportation (NCDOT) encroachment permits, North Carolina Department of Environmental Quality (NC DEQ) erosion and sediment control permit, NC DEQ Dam Safety permit, US Army Corps of Engineers 404 permit, NC DEQ 401 certification and compliance with the Neuse River Riparian buffer rules, Federal Emergency Management Agency (FEMA) floodplain management regulations, local floodplain, buffer, and/or grading permits, and local construction plans review approvals. Selected firms must demonstrate a keen understanding of applicable federal, state, and local laws and regulations applicable to stormwater and surface water resources related projects. This may include support in performing an audit of project implementation and/or regulatory compliance activities.
- Coordination of reviews with public utilities (water and sanitary sewer) and traffic engineering for any needed utility relocation designs and associated easement requirements. This will include possible new water and/or sanitary sewer design and/or adjustment of existing facilities.
- Selected firms will also demonstrate a proven understanding of current Raleigh Water requirements for water and sewer utilities and the City's Traffic Engineering Program as needed to successfully plan and design stormwater improvement projects.
- Consultants and the City are not responsible for relocation designs for private utilities (electric, gas, cable, fiber, etc.), but are involved with private utility providers to review and coordinate plans for stormwater projects requiring private utility relocation. Based upon the construction plans for the City's stormwater improvement project(s), private utility providers will develop plans for relocation of their respective private utilities. Therefore, firms should be able to demonstrate experience working closely with private utility providers in connection with public infrastructure projects. Stormwater planning and design efforts that avoid or minimize utility disruptions or relocations are indeed encouraged.
- Participate in and support the City in public meetings such which may include: public meetings with residents, presentations to committees, presentations to the Stormwater Management Advisory Commission (SMAC), City Council presentations, neighborhood meetings including pop-up style meetings, and/or other public meetings, as required.

- Participate in and support the City team in the bidding process for construction including the pre-bid meeting, receipt of bids, preparing bid addenda, evaluation of bids including preparation of a bid tabulation, and recommendation of bid award.
- Engineering services during construction and inspection support may also be required for some projects at the discretion of the City. Services may include shop drawing review, response to requests for information, review of contractor invoices and recommendation for payment, site visits, construction meeting coordination and management, preparation of construction meeting minutes, project inspection services, development of punch lists for substantial and final completion, final inspection, warranty inspection, preparation of record drawings, document management and controls, and other support services.
- As part of project implementation, upon and after selection(s) and award(s), if applicable -- on-call firm(s) will be evaluated for their performance on projects utilizing a process within eBuilder. This will apply for projects in all categories as well.

Category 2 - Water Quality Projects and Studies; Streams, Wetlands, and Natural Systems Projects and Studies; Green Stormwater Infrastructure (GSI); NPDES MS4 Program Evaluation and Compliance Support.

The City's Water Quality program aims to improve surface water quality in streams and lakes throughout Raleigh. This goal is driven by the City's National Pollution Discharge Elimination System (NPDES) permit issued by the State of North Carolina, which requires the City to strive to control the discharge of pollutants from its Municipal Separate Storm Sewer System (MS4) associated with stormwater runoff.

In Raleigh, more than 20 different major streams connect to Walnut Creek or Crabtree Creek and in turn flow into the Neuse River. In addition, the City of Raleigh aims to lead by example with the implementation of GSI throughout the City via the internal GSI policy and GSI Action Plan. A GSI Master Plan will strategically advance these efforts and track measurable progress towards a defined vision and goal(s).

<https://raleighnc.gov/stormwater/services/green-stormwater-infrastructure-initiatives>

The following are among the key considerations that firms should recognize and integrate:

- Capabilities for NPDES MS4 planning and support including NPDES MS4 programs and studies. Moreover, well-qualified firms should be able to demonstrate development and management of regulatory support documents to comply with Raleigh's NPDES MS4 Phase 1 permit; third-party support for on-the-ground permit compliance activities, QA/QC, alternative programs for TMDL compliance as related to NPDES MS4 program implementation; development of audio-visual training modules and other engaging educational resources; and water quality monitoring and data analysis expertise as related to NPDES MS4 program implementation. This may include support in performing an audit of regulatory compliance activities for conformance with permit requirements, including the City's MS4 permit.
- Experience with GSI master plan development including, but not limited to: establishment of shared vision, goals, and objectives with extensive internal and external stakeholder engagement; a successful strategy that includes identification and prioritization of existing and new policies, programs, and/or tools needed to reach these goals; development of metrics and targets to track measurable progress; and evaluation of resources and timeframe required to implement the plan.
- Identify factors affecting water quality and stream health within targeted watersheds.
- Define goals specific to the watershed, water quality project, and/or study and provide recommended actions to address these goals.
- Identify and prioritize opportunities for water quality improvement projects via desktop analysis and field assessment. Water quality improvement projects include new and retrofit SCMs (with emphasis on GSI), wetland restoration / enhancement, stream restoration / daylighting, mitigation and nutrient offset, and other natural system enhancement.
- Demonstrate experience and success with design, construction, and development of operations and maintenance manuals for sustainable GSI and other water quality/natural systems projects that provide community amenities and/or educational opportunities.
- Demonstrate experience with planning, design, and construction of GSI, stream restoration, enhancement, and stabilization, and other natural systems projects in urban settings. Professional services to be provided by the selected on-call consulting firm(s) for the design and construction of GSI, streams, wetlands, and natural systems projects may include but are not limited to the same requirements and

services for minor and major stormwater infrastructure projects listed under Category 1. Stream stabilization program projects are included as part of Category 2.

- Estimate design and construction costs and pollutant load reductions using the SNAP tool.
- Firms should demonstrate the ability to conduct outreach and incorporate stakeholder feedback into creative design and construction. Relay experiences and successes with public engagement and communications expertise, particularly for underserved and/or vulnerable populations. Provide examples of use of visual renderings, data visualization, and story maps and related.
- Identification and prioritization of water quality improvement projects.
- Develop and implement ecological and water quality monitoring plans for some practices.

Category 3 – Stormwater Data Management, Data Analysis, and Geographic Information Systems; and Stormwater Asset Management for System Conveyances, Stormwater Control Measures, and Programmatic Dams Asset Management

Category 3 focuses on on-call consultant support that may be required for Stormwater's Data Management Program and Asset Management Program.

Raleigh Stormwater relies on accurate, relevant, and timely data for their success. As Stormwater's use of data continues to develop and mature, there is an increasing need for accurate data that is accessible and shared across program areas (water quality, watershed planning, asset management, etc.) and across platforms.

On-call firm(s) supporting data management for Stormwater ideally will have and be able to articulate experience providing the following services:

- Information management systems to support the analysis and display of data for NPDES permit compliance, stormwater asset management, water quality, flood and floodplain information, watershed planning, public input and other various other stormwater data.

- Ability to acquire and integrate high accuracy survey data into GIS feature datasets to support watershed planning.
- Experience collecting field data and developing data collection platforms.
- Provide or support information management systems to display data and Key Performance Indicators (KPIs) for various stormwater program areas.
- Develop documentation and protocols to sustain data utilized by the various program areas.
- Capabilities for developing GIS data and applications.
- Implementation and use of Cityworks and PowerBI to support Stormwater Program elements.

Supporting the integration of new technologies or custom platforms for Stormwater. The Stormwater Asset Management Program includes asset management for the Municipal Separate Storm Sewer System (MS4) assets and conveyances, streams on city property or where public easements have been obtained, City Stormwater Control Measures (SCMs), and Dams.

Firms seeking to support stormwater asset management ideally will have and be able to articulate their approach and experience providing the following services:

- Expertise in asset management program development for stormwater system conveyances, streams, SCMs, and dams. Note that asset management consulting services may include stakeholder engagement, developing level(s) of service, and developing program budgets and resource needs.
- Support to the team in capital improvement program and operations and maintenance program budgetary recommendations.
- Condition assessment of stormwater conveyances including pipes, catch basins, culverts, and other stormwater features.
- Condition assessment of Stormwater Control Measures (SCMs) and certification of SCM inspections.
- Condition assessments and inspections of dam and spillway-related conditions.
- Firms should relay their approach to assessment and stewardship of

completed stream stabilization or restoration projects.

- Development of actionable, long-term rehabilitation plans for MS4 conveyances, streams, SCMs, and dams (or areas currently impounded by water) based on a risk framework.
- Conveyance system rehabilitation design including replacement, lining, and other rehab methods. In particular, note any experience with trenchless or other innovative methods for stormwater rehabilitation.
- Planning, design, and construction oversight support of SCM repairs and rehabilitation projects as well as new projects.
- Planning and design of dam repairs and rehabilitation.
- Proven ability to prepare and update Emergency Action Plans for dams.
- Experience helping lead public meetings and equitable public engagement.
- Development of programmatic goals and projects.
- Development of stakeholder engagement plans.
- Data integration.
- In all cases firms should demonstrate capabilities for designing with maintenance in mind and developing clear, understandable, and practical operations and maintenance manuals.

Category 4 – Watershed Management, Master Planning, and Modeling Studies and Floodplain Management Program Support, Floodplain Modeling, and Flood Hazard Mitigation and Resiliency Program Support

Category 4 focuses on on-call consultant support and studies that may be required for Stormwater's Watershed Management and Master Planning Program, Floodplain Management Program Support and Floodplain Modeling.

The Watershed Management and Master Planning Program seeks to strategically improve stormwater conditions for city residents by

performing watershed-wide evaluations and identifying and prioritizing improvement projects to address renewal of aging stormwater assets, water quality, stormwater conveyance, flooding, and stream stabilization. This program is a driver for identification and prioritization of stormwater capital improvement projects as well as programmatic projects.

Firms seeking to support watershed management, master planning, and related modeling studies should include their experience providing the following services:

- Capabilities for project delivery including managing project scope, schedule, budget, and quality.
- Support of public engagement activities including outreach and public meetings. The City especially seeks help in engaging under-represented and/or vulnerable groups within the community.
- Helping the City define goals specific to each watershed and provide recommended actions to address them.
- Incorporating the nine elements of a watershed plan as defined by the United States Environmental Protection Agency (USEPA)
- Performing high quality stream condition assessment and providing restoration recommendations as part of the watershed study process.
- Hydraulic modeling using PCSWMM software. Evaluation of the existing drainage system under existing and future land use scenarios and identifying problem and improvement areas for both scenarios. Firms are encouraged to also integrate developing best practices for modeling varying potential future climate scenarios along with varying land usage scenarios.
- Model calibration and validation using available or acquired data as part of the watershed planning process.
- Include capabilities for water quality-related planning, including developing nutrient management strategies.
- Integrating water quality modeling as well as hydrologic and hydraulic modeling.
- GSI master plan development including, but not limited to: establishment of shared vision, goals, and objectives with extensive internal and external stakeholder engagement; a successful strategy that includes identification and prioritization of existing and new policies, programs, and/or tools needed to reach

these goals; development of metrics and targets to track measurable progress; and evaluation of resources and timeframe required to implement the plan.

- Firms should be familiar with the City's updated lake management policy (2020) and its approach to effectively evaluate multiple alternatives that would best fit the needs of the community and of the public stormwater management program.
- Identification of opportunities for water quality projects or non-structural stormwater control measures (e.g., public education) within developed watersheds.
- Development of online GIS maps (ESRI-based) to help track data collection and visually display results.
- Development of infrastructure rehabilitation and/or replacement recommendations.
- Development of integrated projects that consider flooding hazards, aging infrastructure, water quality, and other program goals.
- Identification and prioritization of needed stormwater system improvements.
- Alternatives evaluation.
- Development of planning level capital cost estimates for each improvement and providing corresponding benefit levels. Development of public-facing materials (website, videos, maps, etc.) to communicate results of the study to the public.

Upon request, City Stormwater will make its current watershed planning methodology documents available for review.

The Floodplain Management Program includes floodplain and floodway modeling and mapping, Community Rating System (CRS) support, flood hazard mitigation needs and opportunity assessments, flood hazard mitigation project management and implementation, and related floodplain management and flood resiliency projects supporting Raleigh's Floodplain Management Program.

Firms should be well qualified and ready to deliver floodplain management consulting services including but not limited to the following:

- Services supporting the City's implementation of the CRS program, including the development of core planning and analysis documents such as a Program for Public Information (PPI),

Repetitive Loss Area Analysis (RLAA), and other planning documents.

- Services supporting the development and maintenance of mapped flood hazard areas throughout the City.
- Identification and prioritization of flood hazard mitigation and flood resiliency projects including alternatives evaluation.
- Support for the City team in pursuit of state/federal grants for flood hazard mitigation and related floodplain management programs.
- Support to the floodplain management team in capital improvement program budgetary recommendations and project identifications.
- Comprehensive Benefits and Costs (B/C) analysis utilizing best practices and emerging practices to help address underserved and vulnerable communities where traditional B/C analysis may not be fully adequate.
- Enable and lead utilization of technology and database tools that are specifically focused on comprehensive and proactive floodplain management.
- Support for the City's education, outreach, and engagement programs specifically focused on floodplain management and flood hazard awareness.
- Technical and consultant support, if and as may be required, for the City as it pursues becoming a Cooperating Partner in Floodplain Management with the State of NC and FEMA.

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APPENDIX I

HOURLY RATE SCHEDULE

Awarded firm(s) shall perform the services to be performed as set forth in this RFQ and more particularly described in Section 4 Scope of Services utilizing the following hourly rate schedule below.

As stated above in section 2.2 Hourly Rates, please provide the Hourly Rate Schedule in a **separate, sealed envelope (or electronic equivalent)**.

Position Title	Hourly Rate

Firm Name: _____

Authorized Signature: _____ Date _____

Signed by: _____
[Type or Print Name]

Title of Signer: _____

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 registered 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

REFERENCE QUESTIONNAIRE (Instructions)

RFQ #274-SM2024-0031, On-Call Stormwater Consulting Engineering Services

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 the references is to document the experience of the proposer relevant to the scope of services and assist 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.

APPENDIX III

REFERENCE QUESTIONNAIRE FORM

(RFQ #274-SM2024-0031, On-Call Stormwater Consulting Engineering Services)

(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 Point of Contact, Scott D. Bryant, PE, via email to **scott.bryant@raleighnc.gov** no later than 4:00 p.m. ET, November 18, 2024 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 principal 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: _____
Name: _____	Rating: _____
Name: _____	Rating: _____
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

MWBE PARTICIPATION FORM

IDENTIFICATION OF MWBE PARTICIPATION FOR PROFESSIONAL SERVICES

This Identification of MWBE Participation Form captures information regarding MWBE participation in the providing of professional services as defined by NCGS §143-64.31, *et seq.* MWBE participation is encouraged for all City of Raleigh contracting opportunities. Please refer to the City's MWBE Policy for any contract specific requirements. *Copy this Form as needed.*

COMPANY NAME			
PROJECT NAME		CITY DEPARTMENT	
PROJECT NUMBER		RFQ SUBMITTAL DATE	

Section 1: PROFESSIONAL SERVICE PROVIDER—PRIMARY CONTRACTOR

**** CONTRACT IS FOR PROFESSIONAL SERVICES.** Please complete the following:

COMPANY NAME			
PROFESSIONAL SERVICES PROVIDED	<input type="checkbox"/> Architectural <input type="checkbox"/> Engineering <input type="checkbox"/> Public-Private Partnership Construction	<input type="checkbox"/> Design-Build <input type="checkbox"/> Surveying <input type="checkbox"/> Construction Management at Risk	
<input type="checkbox"/> PRIMARY CONTRACTOR IS MWBE	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	RESIDENT FIRM	<input type="checkbox"/> YES <input type="checkbox"/> NO

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

Section 2: PROFESSIONAL SERVICE PROVIDER—MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors that you intend to use for this Contract regardless of dollar amount.

COMPANY NAME			
PROFESSIONAL SERVICES PROVIDED	<input type="checkbox"/> Architectural <input type="checkbox"/> Engineering <input type="checkbox"/> Public-Private Partnership Construction	<input type="checkbox"/> Design-Build <input type="checkbox"/> Surveying <input type="checkbox"/> Construction Management at Risk	
MWBE CLASSIFICATION		RESIDENT FIRM	<input type="checkbox"/> YES <input type="checkbox"/> NO

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

COMPANY NAME			
PROFESSIONAL SERVICES PROVIDED	<input type="checkbox"/> Architectural <input type="checkbox"/> Engineering <input type="checkbox"/> Public-Private Partnership Construction	<input type="checkbox"/> Design-Build <input type="checkbox"/> Surveying <input type="checkbox"/> Construction Management at Risk	
MWBE CLASSIFICATION		RESIDENT FIRM	<input type="checkbox"/> YES <input type="checkbox"/> NO

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

COMPANY NAME			
PROFESSIONAL SERVICES PROVIDED	<input type="checkbox"/> Architectural <input type="checkbox"/> Engineering <input type="checkbox"/> Public-Private Partnership Construction	<input type="checkbox"/> Design-Build <input type="checkbox"/> Surveying <input type="checkbox"/> Construction Management at Risk	
MWBE CLASSIFICATION		RESIDENT FIRM	<input type="checkbox"/> YES <input type="checkbox"/> NO

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

APPENDIX V

CONTRACT STANDARD TERMS AND CONDITIONS

Following is an example **Master Services Agreement (MSA)** and **Statement of Work (SOW)**

Master Services Agreement (MSA):

Rev. 08/19/2020

NORTH CAROLINA
WAKE COUNTY

CONTRACT FOR ENGINEERING SERVICES

THIS CONTRACT (the "Contract") is entered into by and between _____, hereinafter referred to as the "Engineer", and the City of Raleigh, a North Carolina municipal corporation, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, for purposes of this Contract, the Engineer is a person or entity which is licensed under and provides professional services regulated by Chapters 83A, 89A, 89C, 89E, or 89F of the General Statutes of North Carolina, or any such other statute or regulation hereafter enacted that regulates the practice of architecture, landscape architecture, engineering, land surveying, geology, or soil science in the state of North Carolina; and

WHEREAS, the City desires to procure an Engineer to perform services; and

WHEREAS, the City has completed necessary steps for retention of professional and other services under applicable City policies; and

WHEREAS, the City has agreed to engage the Engineer, and the Engineer has agreed to contract with the City, for performance of services as described, and according to the further terms and conditions, set forth herein.

NOW THEREFORE, in consideration of sums to be paid to the Engineer, and other good and valuable consideration, the Engineer and City do contract and agree as follows:

1. Scope of Services/Description of Project

The Engineer shall perform for the City the following described services:

Engineering services associated with the Stormwater On-Call Consulting for, related to, and in support of the City of Raleigh's Stormwater Management Program in the following category(ies):

Category or Categories TBD

The Engineer will serve as the City's professional engineering representative in those tasks of the project to which this Contract applies and will give consultation and advice to the City during the performance of their services.

Specific services will be described in future **Statement(s) of Work (SOW)** which are made part of this Contract and shall incorporate the terms and conditions of this contract through reference.

The Engineer now has or will secure at their expense, including subconsultants, all personnel and facilities required to perform the services to be rendered under this Contract. Such personnel are not employees of, nor have they any direct contractual relationship with the City.

The Engineer is authorized to engage subconsultants, including surveyors, geotechnical and materials testing firms, etc., to assist in the work included under this contract to the extent such services are included herein. No subcontract work is authorized for which the City will incur any costs beyond those agreed upon and set forth in Section 4.

2. Services Provided by the City

It is understood that certain services, as required, may be performed and/or furnished by the City. These services may include the following:

Assist the Engineer by placing at their disposal all available information pertinent to the project, including previous reports and other relative data.

Assist in gaining access to and making all provisions for the Engineer to enter upon public and private property as required for performance of their services described herein.

Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared by the Engineer, obtaining advice of legal counsel and/or such other consultants as the City deems appropriate for such examination and rendering in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the Engineer.

Give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any problems or changed circumstances in the project.

Furnish the Engineer in a timely manner with copies of pertinent correspondence relating to this project, which would not have otherwise been delivered to the Engineer.

Designate in writing a person to act as City's representative with respect to the work to be performed under this Contract; such person(s) shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Contract.

The City shall provide to the Engineer such information as is available to the City for rendering of services hereunder. The Engineer may rely on the sufficiency of such information.

Insofar as any of the above services are necessary for the Engineer's performance of their obligations under this Contract, the City shall be responsible for providing such services in a satisfactory and timely manner so as not to delay the Engineer in their performance thereof.

3. Schedule/Time of Performance

The work to be performed and the services rendered under this Contract shall commence as directed by the City. In performing the services described in this Contract and/or the **Statement(s) of Work (SOW)**, it is mutually agreed that time is of the essence. The Engineer shall complete work under the Contract five years from execution of this agreement.

4. Compensation; Time of Payment

- a. For services to be performed hereunder, the City shall pay the Engineer a not to exceed total contract amount up to \$ TBD as authorized by subsequent **Statement(s) of Work**, including lump sum fees for some services (if applicable), hourly fees, and subconsultant services unless changed by a duly authorized amendment. The standard City of Raleigh payment term is NET 30 days from the date of invoice. **For prompt payment you may email all invoices to (accountspayable@raleighnc.gov) or mail all invoices to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590, unless required to invoice within e-Builder® (in accordance to Section 7). All invoices must include the Purchase Order Number listed on the Statement(s) of work.** Invoices submitted without the correct purchase order number will result in delayed payment.
- b. Compensation for each service that the Engineer shall provide to the City shall be set forth in each applicable Statement of Work. Compensation shall be on an hourly basis, lump sum basis or a combination depending the nature of the task and specificity of the task scope which will be negotiated for each task and in each Statement of Work.
 - i. Lump sum fees, when applicable, shall be negotiated upon development of a detailed scope for the perspective task(s) or portions thereof, and
 - ii. For work performed on an hourly basis, the City will be billed in accordance with an hourly rate schedule. The Engineer shall be entitled to submit an updated hourly rate schedule after twelve (12) months of the date of contract execution.

5. 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.

6. 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.

7. e-Builder® for Project Communication and Document Storage

If required as detailed in the statement of work, the Engineer shall be required to use e-Builder® project management software for the duration of the statement of work. The Engineer shall use e-Builder® in accordance with the City's requirements. Daily usage of the application is anticipated. Engineer shall use e-Builder® for communication processes, forms, and document control protocols including but not limited to the following: emails, submittals, transmittals, meeting minutes, application for payments, review comments, daily field reports, construction photographs, drawings, supplemental sketches, schedules, specifications, punch list, project inspection reports, proposal requests, proposed change orders, proposed amendments, submittals, and requests for information. The use of e-Builder® as described herein does not replace or change any contractual responsibilities of the Engineer.

8. Notices

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

City of Raleigh Attn: City contact Telephone: P.O. Box 590 Raleigh, NC 27602	Engineer Attn: Firm contact Telephone: TBD TBD, address of firm
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9. 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 North Carolina 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.

10. Minority and Women Owned Business Enterprise

The City prohibits discrimination in any manner on the basis of race, color, creed, national origin, sex, age or handicap or sexual orientation and will pursue an affirmative policy of fostering, promoting and conducting business with women and minority owned business enterprises. The City of Raleigh encourages participation by certified minority and women-owned businesses. If there are any questions, Contact the MWBE Program Manager, PO BOX 590 Raleigh, NC 27602, mwbe@raleighnc.gov, or 919-996-4330.

11. 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.

12. 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.

13. Insurance

Engineer agrees to maintain, on a primary basis and at is 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 Engineer is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Engineer 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 Engineer does not own automobiles, Engineer agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City site.

Worker's Compensation & Employers Liability – Engineer 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 – Engineer 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 minimum liability limits for 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 – Engineer agrees to provide the City 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 Engineer's insurer. If Engineer 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, Engineer 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 – Engineer 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. Engineer agrees to endorse the City 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 regulated by Chapters 83A, 89A, 89C, 89E, or 89F of the General Statutes of North Carolina 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’s risk manager.

14. Indemnity

- A. To the fullest extent allowed by law, the Engineer shall indemnify and hold harmless the City, its officers, officials, employees, agents, or indemnities (collectively called “Indemnified Parties”) from and against those Losses, liabilities, damages, and costs proximately caused by, arising out of, or resulting from the sole negligence of the Engineer, the Engineer’s agents, or the Engineer’s employees.
- B. In matters other than those covered by subsection 14.A. above, and to the fullest extent allowed by law, the Engineer shall indemnify and hold harmless the Indemnified Parties from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this contract when the Fault of the Engineer or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.
- C. Costs and expenses shall include attorneys’ fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, only if the Fault of the Engineer or its Derivative Parties is a proximate cause of the attorney’s fees, litigation or arbitration expenses, or court costs to be indemnified.
- D. Only to the extent provided pursuant to a policy of insurance, the Engineer shall defend the Indemnified Parties against claims alleged in any court, tribunal, or alternative dispute resolution procedure if the Fault of the Engineer or its Derivative Parties is a proximate cause of such claims.

E. The Engineer's duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.

F. Definitions:

- i. For the purposes of this Section 14, the term "Fault" shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations.
- ii. For the purposes of this Section 14, the term "Loss" or "Losses" shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local, state, or federal governmental entity.
- iii. For the purposes of this Section 14, the term "Derivative Parties" shall mean any of the Engineer's subcontractors, agents, employees, or other persons or entities for which the Engineer may be liable or responsible as a result of any statutory, tort, or contractual duty.

15. 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.

16. 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.

17. Advertising

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

18. 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 by the Engineer. 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 shall 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.

19. 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 13 NCAC 07F (29CFR 1910)*. In addition, Engineer shall comply with all applicable occupational health and safety and environmental rules and regulations.

Engineer shall effectively manage its safety and health responsibilities including:

a. Accident Prevention

Prevent injuries and illnesses to its employees and others on or near the job site. Engineer 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 the work site by compliance with all applicable environmental regulations.

c. Employee Education and Training

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

20. 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 section, the provisions of this section shall control.

21. 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.

22. 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 Engineer 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. Engineer 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 Engineer shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.

23. E – Verify

Engineer 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 Engineer's knowledge, any subconsultant employed by Engineer 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.

24. Iran Divestment Act Certification

Engineer 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, Engineer shall not utilize in the performance of the Contract any subconsultant that is identified on the final divestment list.

25. Companies Boycotting Israel Divestment Act Certification

Engineer 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.

26. 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.

The remainder of this page remains blank intentionally.

THIS CONTRACT is entered into this _____ day of _____, 20____.

IN WITNESS WHEREOF, the Engineer has executed the foregoing with the signature(s) of its duly authorized officer(s), under seal, and the City has executed with the signature of its City Manager, attested by its (Assistant/Deputy) Clerk-Treasurer, with the official seal affixed, the day and year first above written.

ENGINEER:

CITY OF RALEIGH

By:

By:

City Manager or Authorized Designee

Printed Name/Title

(If corporate)

ATTEST:

ATTEST:

By: _____

By: _____

(Deputy) Clerk-Treasurer

Printed Name/Title

(Affix Seal)

(Affix Seal)

THIS INSTRUMENT APPROVED AS TO FORM:

City Attorney

Statement of Work (SOW):

NORTH CAROLINA
WAKE COUNTY

**STATEMENT OF WORK
Number 1**

This Statement of Work (SOW) is entered into among TBD (the “Engineer”) and the City of Raleigh (the “City”) under the terms and conditions of the Contract for the Raleigh’s Stormwater Management Program’s On-Call Consulting contract between the Engineer and the City dated _____, 202x (the “Contract”) which is hereby incorporated by reference. This SOW is part of the Contract and shall be governed by the terms and conditions stated herein and by the terms of the Contract. In the event of conflict between the terms of the SOW and the contract, the provisions of the Contract shall control.

1. Scope of Services/Description of Project

In accordance with the terms of the Contract the City directs the Engineer to perform the work included in the attached Scope of Services for TBD

2. Compensation, Time of Payment

Compensation to the Engineer for the Scope of Service described above shall be a not to exceed amount of \$ TBD unless changed by a duly authorized amendment.

Payment shall be made to the Engineer for performance in association with this SOW. Standard City of Raleigh payment term is NET 30 days from the date of the invoice.

All invoices are required to be submitted within e-Builder® in accordance to Section 7. All invoices must include the following Purchase Order Number _____. Invoices submitted without the correct purchase order will result in delayed payment.

3. Time of Performance

Engineer shall complete performance of the services described above by no later than months from the date of the notice to proceed.

(Notwithstanding the above, if the date provided in this section is beyond the time of performance or terms specified in the Contract, the term specified in the Contract shall control and all work under this SOW must be completed by that date.)

4. E - Verify

Engineer 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 Engineer’s knowledge, any

subconsultant employed by Engineer 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.

5. Iran Divestment Act Certification

Engineer 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, Engineer shall not utilize in the performance of the Contract any subconsultant that is identified on the final divestment list.

6. Companies Boycotting Israel Divestment Act Certification

Engineer 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.

7. E-Builder® for Project Communication and Document Storage

The Engineer shall use e-Builder® project management software for the duration of the contract. The Engineer shall use e-Builder® in accordance with the City's requirements. Daily usage of the application is anticipated. Engineer shall use e-Builder® for communication processes, forms, and document control protocols including but not limited to the following: emails, submittals, transmittals, meeting minutes, application for payments, review comments, daily field reports, construction photographs, drawings, supplemental sketches, schedules, specifications, punch list, project inspection reports, proposal requests, proposed change orders, proposed amendments, submittals, and requests for information. The use of e-Builder® as described herein does not replace or change any contractual responsibilities of the Engineer.

All documents and communications sent, received, or stored through e-Builder® shall be made a part of the official project records. The City has access and control of user licenses and all posted items. The Engineer shall not post company confidential items within e-Builder®. Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will result in revocation of the Engineer's license at the sole discretion of the City.

The Engineer may order project archive material from the City. The archive information available to the Engineer are only the documents that the Engineer had access to during the project.

Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract and applicable laws and regulations. The use of drawing files, processes, design, and construction information distributed in this system is intended only for the project specified herein and City's ability to effectively manage the project upon its completion.

User registration, licensing fees, computer equipment, software, internet connection and all else required to use the e-Builder® application as required by the City are the responsibility of the Engineer. The Engineer will obtain a minimum of one (1) dedicated user license for the duration of the contract including amendments and associated warranty period as applicable. Access to the City's e-Builder® project web site will be granted to individual licensed users. The sharing of user licenses is prohibited unless expressly authorized by the City.

The Engineer is responsible for obtaining training for the Engineer's licensed users. Training may be obtained through e-Builder® at the Engineer's own expense. The City may, at times, offer group training

sessions. The City may require attendance of the Engineer, or other project participants at one of the group training sessions. Requests for a specific training session may be entertained, however, the City is under no obligation to make space available in an alternate training session.

8. 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.

9. Notices

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

City of Raleigh
Attn: City contact
Telephone:
Stormwater Management Division
P.O. Box 590
Raleigh, NC 27602

Engineer
TBD
Attn:

THIS CONTRACT is entered into this day of , 20 .

IN WITNESS WHEREOF, the Engineer has executed the foregoing with the signature(s) of its duly authorized officer(s), and the City has executed with the signature of its City Manager, attested by its (Assistant/Deputy) Clerk-Treasurer, with the official seal affixed, the day and year first above written.

ENGINEER:

CITY OF RALEIGH

By:

By:

City Manager or Authorized Designee

Printed Name/Title

(If corporate)

ATTEST:

ATTEST:

By: _____

By: _____
(Deputy) Clerk-Treasurer

Printed Name/Title
(Affix Seal)

(Affix Seal)

THIS INSTRUMENT APPROVED AS TO FORM:

City Attorney

APPENDIX VI

CITY OF RALEIGH FEDERAL PROVISIONS AND REQUIREMENTS

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As a result, firms awarded federally funded contracts by City of Raleigh must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

Definition

Firm means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

Age Discrimination Act of 1975

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. § 12101– 12213).

Byrd Anti-Lobbying Amendment

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Civil Rights Act of 1964 – Title VI

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States

will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Civil Rights Act of 1968

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the Civil Rights Act of 1968, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

Contract Work Hours and Safety Standards Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Copeland “Anti-Kickback” Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Davis-Bacon Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Debarment and Suspension

All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

**Education Amendments of 1972
(Equal Opportunity in Education Act)
– Title IX**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that nonperson in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

Energy Policy and Conservation Act

All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Fly America Act of 1974

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

Patents and Intellectual Property Rights

Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Terrorist Financing

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

Trafficking Victims Protection Act of 2000

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

Rehabilitation Act of 1973

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Universal Identifier and System of Award Management (SAM)

All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

USA Patriot Act of 2001

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Whistleblower Protection Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Termination Provisions

The City of Raleigh may terminate any resulting contract should the Contractor fail to abide by its requirements.

Legal Remedies Provisions

In instances where the Contractor violates or breaches contract terms the City shall use such sanctions and penalties as may be appropriate.

Conflict of Interest Provisions

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such

contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Access to Records and Record Retainage

In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. The City of Raleigh, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Domestic Procurement Preference

As appropriate and to the extent consistent with law, the City of Raleigh's Supplier should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Telecommunications Huawei / ZTE Ban

2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.

APPENDIX VII

EXCEPTIONS TO THE RFQ

CHECK ONE:

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

#	RFQ Page #, Section, Name, Title, Item #	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:	