



Request for Proposals # 274-2024-RCPAC-12R

**Title: Raleigh Convention and Performing Arts Complex –
Expansion and Relocation
Owner’s Representative**

Issue Date: February 6, 2024

Due Date: February 29, 2024 **no later than 4:00PM EST**

LATE PROPOSALS WILL NOT BE ACCEPTED

**Issuing Department: Raleigh Convention and Performing
Arts Complex**

Direct all inquiries concerning this RFP to:

Suzanne Walker

Capital Projects Manager

Email: Suzanne.Walker@raleighnc.gov

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1 INTRODUCTION

1.1 Purpose

The City of Raleigh (COR) is soliciting proposals from one or more firm(s) with which to contract for the following services:

The Raleigh Convention Center and Performing Arts Complex (RCPAC) Owner's Representative will provide design and construction oversight for the Raleigh Convention Center Expansion and Red Hat Amphitheater Relocation project to be designed and constructed by others. The Owner's Representative will provide administration and coordination of the development of the various components of the overall Project in accordance with RCPAC vision, goals, objectives including all project phases from concept to project close out.

Firms must prove that they possess the requisite experience, skills, and technical and administrative capability and capacity to participate in a team approach to project delivery. The team assembled for the project must include professionals who can demonstrate high standards of accomplishment and knowledge in the hospitality industry or in public assembly facilities in an urban setting. Firms shall demonstrate a proven track record of successfully completing high profile entertainment and business venue sector civic projects that deliver on the City's vision and design while adhering to all applicable requirements, standards, criteria, and budget.

RCPAC encompasses four premier and unique venues that include the Raleigh Convention Center, Martin Marietta Center for the Performing Arts, Red Hat Amphitheater and Coastal Credit Union Music Park. The Raleigh Convention Center and Red Hat Amphitheater are in the heart of Downtown Raleigh. Red Hat Amphitheater offers an immersive entertainment experience with stunning views of the Raleigh skyline. Red Hat Amphitheater is a 6,000-seat amphitheater adjacent to the Raleigh Convention Center.

Red Hat Amphitheater books performances through an agreement with Live Nation and is owned and operated by the City of Raleigh. The amphitheater's season currently runs from April through October and during the winter is the home of the Rink, the downtown ice-skating rink. The Raleigh Convention Center (RCC) is a convention facility that opened in September 2008. The three-level 500,000 square foot building contains a 150,000 square foot exhibit hall, twenty meeting rooms and a 32,000 square foot ballroom.

Both Red Hat Amphitheater and the Raleigh Convention Center will remain in operation during construction. Considerations for phasing and timing of expansion improvements will be important to minimize impacts on business operations and programs scheduled.

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

All information related to this solicitation, including any addenda, will be posted to the North Carolina electronic Vendor Portal (eVP) at <https://evp.nc.gov/>.

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

Questions submitted via telephone will not be answered.

1.2 Background

Raleigh is a 21st Century City of Innovation focusing on environmental, cultural, and economic sustainability. These venues support the downtown business economy and enhance the quality of life for both visitors and residents. The new venues will allow present events to grow and attract a broader world-wide audience with the additional space and amenities.

1.3 Request for Proposal (RFP) 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 service. All times shown are Eastern Time (EST):

RFP Process	Date and Time
RFP Advertisement Date	February 6, 2024
Pre-Proposal Conference (required)	February 12, 2024 at 1:00 pm 500 S. Salisbury Street Raleigh, NC 27601
Deadline for Written Questions	February 16, 2024 not later than 4:00 pm
City Response to Questions (anticipated)	February 22, 2024
Proposal Due Date and Time	February 29, 2024 not later than 4:00 pm
Evaluation Meeting (anticipated)	March 4, 2024
Interviews (if required)	March 11, 2024
Selection Announced (tentative)	March 2024

1.4 Pre-Proposal Conference

Date, time, and location of pre-proposal conference is shown above in the RFP Timeline (Section 1.3). The completed and signed registration sheet resulting from this conference will be used to validate that submittals have been received from those contractors in attendance at the pre-submittal conference. Failure to sign and register at this conference will be cause for rejection.

Prospective proposers should carefully review the requirements of this solicitation. Any comments or questions that arise concerning any of these requirements that is unclear or objectionable must be submitted electronically to the individual identified below in Section

1.5 Questions. No questions will be discussed via telephone. Prospective proposers are encouraged to submit written questions in advance. A summary of all questions and answers will be issued in the form of an addendum.

Addenda will be posted on the North Carolina electronic Vendor Portal (eVP). All addenda shall be acknowledged in the Offeror’s submittal. It is the Offeror’s responsibility to ensure that all addenda have been reviewed, signed and included in the response to the RFP.

1.5 Proposal Questions

Requests for clarification and questions to this RFP must be received by the City not later than the date shown above in the RFP Timeline (Section 1.3) for the submittal of written inquires. The firm’s failure to request clarification and submit questions by the date in the RFP 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 RFP, if any, and shall be posted to North Carolina electronic Vendor Portal ([eVP](#)). 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 RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained in an Addendum to this RFP.

It is important that all Respondents submitting to this RFP periodically check [eVP](#) for any Addenda. It is the Respondents responsibility 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) to the following individual:

Contact Name	Email Address
Suzanne Walker	Suzanne.Walker@raleighnc.gov

Questions submitted via telephone will not be answered.

1.6 Proposal Submission Requirements and Contact Information

Proposals must follow the format as defined in Section 2 (PROPOSALS), and be addressed and submitted as follows:

<u>DELIVERED BY US POSTAL SERVICE</u> <u>MAIL:</u>	<u>DELIVERED BY OTHER DELIVERY</u> <u>SERVICES:</u>
City of Raleigh ATTN: Suzanne Walker Capital Projects Manager 500 S. Salisbury Street Raleigh, NC 27601 RFP No. 274-2024-RCPAC-12R	City of Raleigh ATTN: Suzanne Walker Capital Projects Manager 500 S. Salisbury Street Raleigh, NC 27601 RFP No. 274-2024-RCPAC-12R

Proposals must be enclosed in an envelope or package and clearly marked with the name of the submitting company, the *RFP number* and the *RFP Title*.

Proposers must submit:

- A. one (1) signed original;
- B. one (1) electronic version of the signed proposal and;
- C. and eight (8) copies of the signed proposal.

The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a USB Flash Drive. Both hard copy and electronic versions must be received by the City on or before the RFP due date and time provided in RFP Timeline (Section 1.3). Proposals received after the RFP due date and time will not be considered and will be returned unopened to the return address on the submission envelope or package.

Any requirements in the RFP that cannot be met must be indicated on Appendix VI: Exceptions to the RFP and submitted with the proposal. **Proposers must respond to the entire Request for Proposals (RFP). 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.

Proposals 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 the RFP Timeline (Section 1.3). Regardless of the delivery method, it is the responsibility of the firm to ensure that their proposal arrives at the designated location specified in this Section by the due date and time specified in the RFP Timeline (Section 1.3).

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 proposal.

1.8 Rights to Submitted Material

All proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Proposals will be reviewed by the Evaluation Team, as well as other City staff and members of the general public who submit public record requests. ***Any proprietary data must be clearly marked.*** In submitting a Proposal, each Prospective Proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection

process and to any outside consultant or other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this Request for Proposals. Proposals 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 RFP with any City staff, elected City officials, evaluation committee members, are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the individual designated in Section 1.1 (Purpose), prior to the deadline provided in the RFP Timeline (Section 1.3). 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 RFP.

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 a firm which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

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

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

recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

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

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

1.12 Proposer Expenses

The City of Raleigh will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal 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 Proposer 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 RFP unless clearly and specifically noted otherwise on Appendix VI Exceptions to RFP and submitted with proposal. Furthermore, the City of Raleigh is not bound to accept a proposal on the basis of lowest price, and further, the City of Raleigh has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities and reserves the right to re-advertise this RFP with either the identical or revised scope and specifications if it is deemed to be in the best interests of the City of Raleigh 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 Proposers if it is deemed in the best interest of the City of Raleigh to do so. Moreover, the City of

Raleigh reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City of Raleigh.

2 PROPOSALS

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

2.1 Request for Proposals Required Document Format

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

Tab 1: Cover Letter

Provide an introduction letter summarizing the unique proposal of your firm to meet the needs of this service requirement. 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. Additionally, include the name, address, telephone and email address of the individual who serves as the point of contact for this solicitation.

Tab 2: Corporate Background and Experience

Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of all similar contracts performed in the past five years, accompanied by at least 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 those involved in the project who are also proposed for the subject project named in this solicitation. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

Identified projects should include description of approach to civic projects performed for Public assembly facilities, hotels and other hospitality industry projects that have been completed to date or are currently active. Include projects completed or currently underway by the responding entity and/or each major participant in the proposal.

For each project identified, provide the following:

- Project name and address.
- Project type: Convention Center, Conference Center, Meeting Rooms, Hotels, Ballrooms, Arena, public concourse, etc.
- Describe the scope of the project: Expansion, remodel (to what extent), new construction, tenant improvement, etc. Describe the level of finishes in the public spaces.
- Project funding: Public, Public and private financing, etc.

- The client's name and contact person-Include address, e-mail, and phone number (verify contact information is current).
- The size of the project (square footage of functional meeting space, square footage of public pre-function space, etc.)
- The services performed: Scoping study, Concept Design, Schematic, Construction Documents, Construction Administration, Owner's Representative, etc.
- Dollar value of services.
- Dollar value of the project.
- Start and completion dates, or projected completion if project still active.
- Highlight projects incorporating evolving public realms and integration with adjacent civic and private developments.

Tab 3: Financial Information

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

1. 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 RFP, 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 RFP)).

OR

2. 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 RFP, 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

3. 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 RFP.

Consolidated financial statements of the Proposer’s parent or related corporation/business entity shall not be considered, unless: (1) the Proposer’s actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements, (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the Proposer’s performance of the contract and the consolidated statement demonstrates the parent or related corporation’s/business entity’s financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Proposer provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

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

Tab 4: Project Understanding, Approach and Schedule

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

The description of approach should identify developing scope and sequencing alternatives for complex multi-phase projects including evaluating relationships to adjacent developments and public realm. Demonstration, through written explanation, of firm’s familiarity with federal, state, and local laws, regulations, and codes, including all laws governing the accessibility the project must have for persons with disabilities. The description of approach should also address any local requirements to include items such as permitting, inspections, and construction administration. The expectation is that the team assembled will work as one team throughout the entire project.

Tab 5: Team Firm, Experience and Certifications

This section must include the proposed staffing, deployment, and firm of personnel to be assigned to this project pre-construction through project close out. The Proposer shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. A project-specific firm chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member to include their capacity to support those positions and this project for the full duration of the project per schedule Tab 4. This section must also include the proposed staffing, deployment, organization of personnel

to be assigned and their capacity to support their positions and project for the full duration per schedule, Tab 4.

Tab 6: Cost

In a separate sealed envelope provide a minimum of three (3) complete copies of cost schedule. Hourly rates shall be fully burdened to include all costs, all applicable overhead and profit (including lodging, meals, and transportation). Attach any additional pricing details.

2.2 RFP Documents

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

3 PROPOSAL EVALUATION

3.1 Proposal Evaluation Criteria (Stage 1)

This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

The maximum interview/demonstration points a Proposer can receive is five (5) points. The Proposers selected for interviews/demonstrations under this section will be notified in writing of the date and time. The Proposers' interview/demonstrations shall be based solely upon information provided in each Proposer's original proposal. No new information may be presented.

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
Corporate Background and Experience	20		
Firm Financial Stability	5		
Project Understanding	20		
Project Approach	20		
Team Firm Experience	20		
Proposed Cost	15		
Total Score			

Score Points

0- Missing or Does Not Meet
Expectation

1- Partially Meets Expectation

2- Meets Expectation

3- Exceeds Expectation

Cost Formula: The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the following formula:

$$1 - \frac{B - A}{A} \times C = D$$

A—the lowest Proposer's cost.

B—the Proposer's cost being scored.

C—the maximum number of cost points available.

D—Proposer's cost score (points).

Note: If the formula results in a negative number (which will occur when the Offeror's cost is more than twice the lowest cost), zero points shall be assigned.

3.2 Interview/Demonstration (Stage 2)

A short-list of firms may be invited to Stage 2 of the evaluation process, the *Interview/Demonstration*. Interview/demonstrations are an important aspect of the evaluation process that offers the City an opportunity to see how the proposer's solution meets the critical components of the RFP.

3.3 Final Selection

Proposals will be evaluated and ranked according to the criteria and weighted values set forth in Section 3.1. Either a final selection for recommendation will be made at this time or the short-list of firms will be invited to participate in Stage 2 of the evaluation process. If Stage 2 is implemented, each firm will be evaluated and assigned a score to determine the best firm for recommendation.

After which negotiations of a contract with the most qualified firm will commence. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm. All Proposers will be notified of their standing immediately following the City's decision.

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.

3.4 Notice to Proposers Regarding RFP Terms and Conditions

It shall be the Proposer's responsibility to read the Instructions, the City's Standard Contract Terms and Conditions (Appendix V), all relevant exhibits, attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Proposers are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

3.5 Contract Term

The Contract shall have a completion date of July 1, 2029 or after the post construction warranty period of the project end, whichever is the later.

4 SCOPE OF SERVICES

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

The City desires to contract for Owner's Representative and engineering consulting services meeting all federal, state, and local requirements. The scope of services list described below is not all-inclusive and additional services may be required. It is anticipated that this project will move forward quickly and that services will be provided from pre-construction through project close out.

PROJECT MANAGEMENT SCOPE OF SERVICES

General Services / Preliminary / Investigation

- Primary responsibility for Project Management support and shall coordinate directly with Raleigh Convention and Performing Arts Complex (RCPAC) Project Manager and Owner's team on project matters.
- Coordination of aspects of the design and engineering criteria, scope, and special elements with RCPAC leadership.
- Review the programming information to get a clear understanding of the scope of work, detailed functional requirements and the Owner's needs and goals for the finished project.
- Review and understand the work that has been performed to date by the Owner's staff and consultants.
- Tour the site, review any documentation on the existing conditions, and advise on the appropriate team members to analyze the codes, zoning, and other governmental regulations affecting the project.
- Coordinate with City, Regulatory and governmental authorities on all appropriate scopes of work and coordination as applicable.
- Review an overall schedule, which includes an overlay of all architectural design, permitting, bidding and construction as provided by the Architect and / or Construction Manager at Risk (CMAR). The project schedule should include dates for project reviews, meetings, decision deadlines, design reviews and cost reviews.
- Work on the Owner's behalf in the Owner's best interest should there be any disputes with consultants, vendors, or contractors.
- Assist in defining roles of all team members that have been selected to date. It is anticipated that team members may include but not be limited to City staff and other Owner stakeholders, the Architect and its subconsultants, the CMAR, the Commissioning Consultant, Special Inspector, Owner's Representative Project Manager, and other consultants or contractors as determined by the City.
- Review the development of marketing plans, and operating procedures.
- Provide comprehensive design review services under the direction of RCPAC Project Manager and designated representatives. The Owner's Representative will oversee

and monitor design scheduling, budgeting, cost estimating reviews, cost tracking, and reporting along with providing regular reports to the RCPAC Project Team.

- Maintain an organized filing system for Project documents and records using the City's selected project management software and filing systems. This may include Smartsheet or similar programs.
- Schedule, attend, conduct, record, and assist the Owner at Project meetings; in the absence of meeting minutes prepared by others, Owner's Representative shall provide Owner with minutes from such meetings; clarify, amend, and report any discrepancies where necessary.
- Schedule, conduct, and assist the Owner in any stakeholder meetings.
- Consulting on identification and mitigation for critical analysis of contract through progress reports, with immediate alerts to (1) RCPAC leadership, and (2) upon request to stakeholders of potential challenges.
- Support meetings with the Architect, consultants, Construction Manager at Risk (CMAR), and assist the RCPAC Project Manager with agenda preparation, attend scheduled project meetings with the Architect, consultants, CMAR, to review progress of preceding quarter and activities as well as planning for actions items for the upcoming reporting period.
- Monitor the schedule continuously to ensure the project is tracking according to its goal.
- Identify any long lead items and determine a plan to insure a timely delivery.
- Coordination and advisement of RCPAC leadership regarding the preparation of plans and specifications of the project.

Pre-Design and Design Phase Services

- Coordinate with Architect and Consultants to confirm specified procedures for design verification and design review; the process shall identify signoff and documentation of design changes.
- Review information relevant to the Project, including predesign studies, preliminary site plans, current building program/utilization, Owner research, Owner generated project concepts, proposed building program, environmental investigation, and remediation reports, building systems analysis reports, applicable city/state regulations including health code, and Americans with Disabilities Act compliance.
- Assist Owner in the compliance with the Owner's standard contracting protocol, including any women or minority enterprise program applicable to the Project, and similar applicable requirements.
- During the first phase of design, review the Preliminary Cost Estimates provided by the Architect and the CMAR, if applicable, and participate with the Architect and CMAR in reconciliation of the two cost estimates into one official total project cost estimate, if applicable.

Budgeting and Cost Control

- Work with the Owner and Consultant(s) to develop a Project Budget that includes all hard and soft costs required for a comprehensive project budget. The total project cost estimate should include costs of construction, contingencies, escalation, owner-provided items, art, Architect, CMAR preconstruction fee, Commissioning Consultant, Special Inspector, Owner's Representative Project Management and other

professional services, LEED fees, and any other Owner costs for a complete project budget.

- Develop a system of cost controls, including periodic budget updates, reassessments, and corrections as necessary to keep the project on-target throughout the process.
- At each design phase milestone specified in the Architect and CMAR contracts, review cost estimates provided by the Architect and the CMAR. Participate with the Architect, CMAR, their cost estimating consultants as applicable, and the Owner in reconciliation of the two cost estimates into one official total project cost estimate. If necessary, conduct value engineering to ensure that project is within available funds prior to proceeding to the next design milestone. Design phase milestones may include but not be limited to pre-design, schematic design, design development, and construction document phases.
- Advise owner in a timely manner if the current costs may exceed the latest approved budget, identify the cause and/or source of same and make recommendations for corrective action.
- Initiation of corrective actions when necessary to achieve project objectives.
- Provision of recommendations to improve the design or reduce costs with or without value-engineering and while still maintaining the city's overall vision, goals, and objectives.
- Lead RCPAC team meetings to review estimates.
- Provide quality assurance/quality control (QA/QC) of cost estimates.
- Review and provide response to pricing submittals and take-off quantities.
- Review pricing and methodologies for allowances and unit prices.
- Review reconciled budgets based on current and local bidding climate of the Raleigh - Durham regional market.
- Coordinate with RCPAC to ensure owner-furnished equipment is appropriately budgeted and allocated in the project budget.
- Review or conduct an Independent Cost Estimate at the GMP Phase using established cost estimating methodology.

Consultant Selection

- Assist Owner with the engagement of CMAR/contractors, and consultants as necessary but not limited to Commissioning Consultant and Special Inspector.
- Produce Requests for Qualifications (RFQ) for any professional services and/or Requests for Proposals (RFP) for non-professional services for any additional consultants needed for the project that defines the scope of work, key selection criteria, response format and other requirements for the performance of their work. All procurement activities will follow City of Raleigh policies and applicable North Carolina General Statutes.
- Coordinate with Owner to form selection committee.
- RFQ/RFP will be distributed to the selection committee, and the responses reviewed for completeness.
- Coordinate evaluation meeting with selection committee.
- Selection committee will rank the RFQ responses and recommend a clear choice or select a short list to interview further.
- Assist the Owner in negotiating the contract for services.
- Assist in scope development for all consultants and coordinate contracts.

Design Review and Final Design Phase Services

- For each design milestone, review and comment on the drawings and specifications for the Project (the "Construction Documents"), as they are prepared by the Architect. Review documents for compliance with scope, Owner requirements, including any public art, sustainability, LEED, HVAC, AV, IT, Security, ADA, Programming, Operational or other applicable requirements, applicable codes and regulations, constructability, cost, functionality, and other considerations as may be determined for the specific project, by the Owner. Receive, review, and compile comments from the Owner and other project stakeholders and after approval from City PM, share comments with Architect and request response in writing from Architect for each comment. Confirm that comments have been satisfactorily addressed after receipt of comment response from Architect.
- Coordinate with the Owner's Commissioning Consultant to ensure that they are reviewing and providing written comments on plan and specification reviews and that those comments are being addressed by the Architect.
- Upon approval by Owner of design development plans and specifications, Owner's Representative shall: lead the process on behalf of the Owner in reviewing and coordinating the preparation by the Architect and other Project consultants of the Construction Documents for the Project; make recommendations regarding alternative solutions, the Project Program, Budget, and Schedule.
- Consult with the Owner regarding the Owner's requirements.
- Prepare and update and participate in reconciliation of cost estimates including but not limited to monthly projected costs and alternatives.
- Consult with and advise Owner concerning appropriate constructability and construction methods including matters of construction feasibility, value engineering, availability of materials and labor, time requirements for installation and construction, and factors relating to costs, including costs of alternative designs or materials in a manner consistent with the Project Program, Budget and Schedule, and possible cost reductions and economies if and when necessary to reconcile the Project Budget, Program, and Schedule.
- Review results of or participate in constructability reviews and value engineering.
- Consult on Construction Phasing and Mitigation Plans to insure successful project completion.
- Consult (subject to Owner's input and final approval) on the process of identifying, soliciting proposals from, selecting, and negotiating contracts for the completion of the Project.
- Consult on matters relating to the planning, design, local, state, approvals, construction, and other activities necessary to complete the Project.
- Coordinate required permit reviews of the Project and advise and assist Owner in obtaining permits or approvals. Assist the Owner in scheduling meetings and advise of other activities necessary for resolution of permitting challenges.
- Assist the Owner and Architect in coordination and negotiations with service providers such as Duke Energy, Dominion, AT&T, and or other providers for services necessary for the project.
- Assist the Owner and Architect in coordination of any easements, right of way, land requirements or approvals of the railroad, as applicable.
- Review and participate in reconciliation of Cost Estimates.

Bidding, Construction and Development Phase Services

- Represent the Owner in its communications with the Architect, Contractor, and Consultant(s); schedule, attend, and conduct progress meetings, regular on-site meetings to review construction progress and pay requests and to provide appropriate recommendations to the Owner concerning the Owner's decisions on construction matters, including, where necessary, alternative designs or materials; and coordinate, review, advise the Owner concerning, and approve change orders, submittals, and requests for information.
- Use Project Manager's good faith and diligent efforts to achieve compliance of each Contractor with such Contractor's duties and obligations in their respective contracts. When requirements of contract are not being fulfilled, recommend courses of action to the Owner, and assist in the implementation of chosen course of action.
- Monitor meetings to review schedules for the upcoming week, facilitate the resolution of outstanding issues, and coordinate the work of the various consultants.
- Use good faith and diligence to monitor the quality of work in place, coordinating with all disciplines site visits, to assure that all materials and craftsmanship is in keeping with the contract documents and true to the design intent. Provide Owner with a copy of a field report, including photo documentation, for each construction site visit.
- Present to the Owner any discrepancies requiring remedial action and make recommendations for solving the problem.
- Assist Owner in setting a final Project Budget, based on the approved design and the Project Schedule, the Project Program, the Project Costs Estimate and financial constraints identified by Owner.
- Review bids, prepare analyses and make recommendations to Owner for award of a contract for the Project.
- Review the overall project budget at conclusion of Bidding and Negotiation phase. Participate in value engineering if necessary to bring project within available funds.
- Provide recommendations regarding each Contractor's proposed mobilization schedule, temporary Project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to same.
- Support the pre-award of proposed successful respondent for a Project construction contract, advise Owner regarding the negotiation of business terms of each Project construction contract, and advise Owner on the acceptability.
- Review and comment on safety, health and environmental protection measures proposed by each Contractor, and make recommendations with respect to any changes thereto that Owner's Representative deems necessary or appropriate.
- Assist Owner in the evaluation of necessary site logistics plans related to railroad and traffic that may include traffic flow diagrams and plans for the performance of the applicable work, showing the use of designated roadways or streetlights, the closing of any roadways, streets and/or sidewalks, the re-routing of any traffic and railroad right of way.
- Assist and review the processing of approval of Owner and CMAR contingency usage within the CMAR contract and CMAR contract amendments.
- Review and track all Requests for Information and any supplemental instructions to the contractors.
- Facilitate the processing of the contractors' and other vendors' applications for payment.

- After review and approval by the architect, review the pay applications, review, and ensure that all lien waivers are properly executed, record them in cost tracking system, check them against the budget, and forward them for approval and payment by the Owner.
- Maintain a spreadsheet containing all payments as a record of the project and use this to update cash flow projections, cost estimates and projections of final project cost.
- Summarize the project costs periodically and present them to the Owner and key stakeholders to keep them up to date with the progress of the work.
- Recommend and review necessary or desirable changes for the Owner, assist in negotiations, and submit recommendations.
- Obtain from Contractor record drawings or, if required by the applicable Project construction contract, “as-built” drawings, as construction progresses.
- Coordinate with City’s Commissioning Consultant to assist, monitor, and observe the testing and start-up of utilities, systems, and equipment for the Project.
- With the appropriate contractors, arrange for delivery, storage, protection, and security of owner-purchased materials, systems, and equipment, if any, for use on the projects, until such items are incorporated into the projects.

Punchlist, Commissioning, Post Construction

- The project architect will certify when a particular project is substantially complete. When project is substantially complete, the project architect, with the project manager, shall prepare for owner a list of incomplete or unsatisfactory items and coordinate schedule with the contractor to complete.
- Coordinate the review of the project by the architect and engineers and develop a punch list of items needing correction by the contractor.
- Generate and coordinate punch lists for all owner furnished equipment, furniture, or other owner direct contracted items.
- Recommend issuance of final payment once all the punch list items have been corrected, as-built drawings delivered and maintenance manuals, operating instructions, warranties, and releases of liens have been received from the contractor.
- Assist the coordination of any required commissioning services and field commissioning services.
- Assist the close out of the project, including the organization of all project records for delivery to the Owner.
- Coordinate the gathering of all project as-built drawings and schedules, financial records, operation manuals, warranties, and maintenance information into a comprehensive project file and deliver for the ongoing reference by the Owner and operations staff.
- Conduct an 11-month warranty inspection along with the Architect, CMAR, and Owner. Ensure that meeting minutes listing any items requiring warranty repairs is issued and that repairs are made.

APPENDIX I

PROPOSAL COST FORM

Awarded Contractor shall perform the services to be performed as set forth in this RFP and more particularly described in Section 4 for a not to exceed total amount of

\$ _____.

Proposer shall attach proposal cost breakdown to this Appendix I Proposal Cost Form.

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 five 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)

274-2024-RCPAC-12R

Raleigh Convention and Performing Arts Complex – Expansion and Relocation Owner’s Representative

The City of Raleigh, as a part of the RFP, 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 274-2024-RCPAC-12R Raleigh Convention and Performing Arts Complex – Expansion and Relocation Owner’s Representative

(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, **Suzanne Walker** via email to Suzanne.Walker@raleighnc.gov no later than 4:00 **p.m. EST, February 29, 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 principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____	Rating: _____
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 FORMAL CONTRACTS

Contract amount is ≥ (greater than or equal to) \$300,000.00

This Identification of MWBE Participation Form is for the purpose of capturing information regarding the utilization of MWBEs and other subcontractors and suppliers on Formal City Contracts. 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			
PROJECT NUMBER		CITY DEPARTMENT	
CONTRACT TYPE	<input type="checkbox"/> Services <input type="checkbox"/> Other _____ *		
<input type="checkbox"/> PRIME IS MWBE	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	RFP SUBMITTAL DATE	

MWBE Classifications:

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

☐ **WORK TO BE SELF-PERFORMED**

Check this box only if you intend to perform 100% of the work for this Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work for this Contract with your own current work forces.

MWBE SUBCONTRACTORS

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

Company Name	MWBE Classification*	Description of Services	Percentage of Total Contract	Total Projected Utilization (\$)

*MWBE Classifications:

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

Total Estimated MWBE Utilization*

\$ _____

Total Proposal Amount*

\$ _____

Percent Estimated MWBE Utilization*

_____ %

(Total Estimated MWBE Utilization divided by Total Bid Amount)

APPENDIX V

CONTRACT STANDARD TERMS AND CONDITIONS

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

1. **Compensation; Time of Payment**

The standard City of Raleigh payment term is NET 30 days from the date of invoice. For prompt payment all invoices should be emailed to (accountspayable@raleighnc.gov) or mail to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590. All invoices must include the Purchase Order Number. Invoices submitted without the correct purchase order number will result in delayed payment.

2. **Workmanship and Quality of Services**

All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.

3. **Non-discrimination**

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

4. **Minority and Women Owned Business Enterprise**

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.

5. Assignment

This Contract may not be assigned without the express written consent of the City.

6. 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.

7. Insurance

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

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

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

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

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

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

written specifics as to which coverage is no longer in compliance. **The Certificate Holder address should read:**

**City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590**

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

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

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

8. Indemnity

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

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

9. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor 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 Contractor.

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 Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

10. 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.

11. Advertising

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

12. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions

The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Contractor acknowledges and understands that the City is not conferring any license to Contractor under this Agreement to use or depict the Tree Logo or other aspects of the City Brand.

Contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Contractor for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Contractor shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

13. Communications

If communications to the public and/or City employees are required as part of the Contractor's scope of work under this Contract, then the Contractor shall work with the City in the development of a communications plan ("Communications Plan") that must

first be approved by the City in writing before any such communications are delivered to the public and/or City employees.

For purposes of this Section 13, such written approval by the City shall be provided by electronic mail by the applicable City Communications Department employee who is responsible for reviewing and approving the Communications Plan, such electronic mail to be sent to the electronic mail address listed in Section 5, above, as part of the contact information for the Contractor representative identified in Section 5, above.

Among other things, the Communications Plan must establish whether the City or the Contractor will be responsible for sending any such communications to the public and/or City employees as required either by this Contract or the Communications Plan. The Communications Plan also shall include, but not be limited to, communications objectives, target audience, and deliverables (print, video, website, social, direct, or digital). The Contractor shall comply with the Communications Plan when communicating to the public and/or City employees pursuant to this Contract and the Communications Plan. All such communications shall comply with the City's brand and communications guidelines, as the same may be amended or modified from time to time.

The City's current brand and communications guidelines are incorporated into this Contract by reference and can be found on the City's website here: <https://raleighnc.gov/doing-business/city-brand-guidance-vendors>.

For purposes of this Section 13, "Communications" is defined as any public or City employee facing information presented in channels such as, but not limited to, a website, mobile applications, social media, printed materials, vehicles, billboards, and videos.

a. Communications Plan Approval:

Any materials, messaging or outreach from the Contractor related to marketing and communications of any service or effort under this Contract must first be reviewed and approved by the City's Communications Department. This is to ensure that the Communications Plan: (i) complies with the City's brand and communication guidelines; (ii) integrates with the City's other communications channels and digital strategy; (iii) meets accessibility guidelines; and (iv) conforms to communications best practices with respect to general user experience.

b. Accessibility Requirements:

For web content that the Contractor is to make accessible to the public and/or City employees as part of an approved Communications Plan that is included in the Contractor's scope of work under this Contract, all web materials including, but not limited to, tools, mobile applications, and websites, generated by, or on behalf of, the Contractor must meet at least the mid-range conformance level, AA compliance of the current Web Content Accessibility Guidelines, as the same may be amended from time to time.

Any such web content generated by, or on behalf of the Contractor, as part of a Communications Plan associated with this Contract shall meet all standards of good cognitive web accessibility, which include the following:

- i. Using proper headings and lists
- ii. Using unique links
- iii. Using alternative text and captions
- iv. Using more white space
- v. Dividing content into more manageable pieces
- vi. Making forms manageable by breaking them into multiple, sequential steps
- vii. Providing a logical reading order
- viii. Being consistent with fonts, colors and locations of page elements
- ix. Offering keyboard access
- x. Offering content in multiple formats
- xi. Understanding minimum contrast

c. Languages:

Digital sites/ tools that are for public use/consumption, including for use by City employees, under a Communications Plan associated with this Contract must have translation module (e.g., G-translate, Weglot) so that the service is available in all languages. At minimum, Spanish translation is required on all such digital sites/tools based on low English proficiency requirements:

- i. In most cases, entities that are recipients of federal financial assistance through U.S. Department of Health and Human Services (HHS) must provide language assistance services in order to comply with their legal obligation to take reasonable steps to ensure meaningful access to their programs by persons with [Limited English Proficiency \(LEP\)](#).

d. Content:

For any communications content that the Contractor is required to generate, or have generated, as part of its scope of work under this Contract, the Contractor shall send such content to City Communications Department staff in raw, high-resolution format for inclusion in communications materials to be made accessible to the public and/or City employees as set forth in the Communications Plan that arises from this Contract (i.e., websites, mobile applications, printed materials collateral, and social media). PDF attachments shall be used only as a last resort and only after written approval by the City, with such written approval to be provided by the City in electronic mail format as described elsewhere in this Section 13.

- i. Contractor shall only provide to the City communications materials for which the City has rights to use, with written documentation of such use rights being provided to the City as requested from time to time by the City in its sole discretion.
- ii. All working files agreed upon for the specific Communications Plan shall be provided to the City Communications Department, i.e., text, graphics, charts and data, infographics, and original native files such as Illustrator, Excel, ArcGIS, etc. Following are the file format specifications:
 1. Images: At least 300dpi for printing at actual size; 96dpi and at least 1920x1080px for digital/Web.
 2. Video: Any video should be no less than Standard HD (1920x1080) but preferable 4k.
 3. Text: Word document using accessibility best practices (heading structure, table of contents, and tables).

14. Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor 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 Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor 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 Contractor 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.

15. Laws/Safety Standards

The Contractor 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.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and

approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

a. Accident Prevention

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

b. Environmental Protection

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

c. Employee Education and Training

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

16. 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 Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor 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. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

17. Miscellaneous

The Contractor 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 Contractor 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. Contractor 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.

18. Right to Audit and Access to Records

- a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
- b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

19. E – Verify
Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. § 64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. § 64-25 et seq.
20. Iran Divestment Act Certification
Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
21. Companies Boycotting Israel Divestment Act Certification
Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

APPENDIX VI

EXCEPTIONS TO THE RFP

CHECK ONE:

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

#	RFP 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 RFP 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: