



102 N Powell Ave • PO Box 1065 • Dunn, North Carolina 28335  
(910) 230-3505 • CityofDunn.org

## **Request for Proposals (RFP) Alley Improvement Program Surveying the Land**

**SUBMITTAL DATE: 5/30/2022 @ 4pm EST**

**RFP NUMBER: RFP 561-2022-05-06**

**SUBMITTAL PLACE: CITY OF DUNN, NC**

Mailing Address:

City of Dunn  
Attn: **Tammy Williams- City Clerk**  
P.O. Box 1065  
Dunn, NC 28335

Physical Address:

401 E. Broad Street  
Dunn, NC 28334

Requests for information related to this Request for Proposals (\*cited as "**City Contact**" in this RFP) should be directed to:

CITY OF DUNN  
**ATTN: PLANNING DIRECTOR- GEORGE ADLER**  
DEPARTMENT- Planning & Inspections  
TELEPHONE: 910-624-6749  
E-mail address: GAdler@dunn-nc.org

This document can be downloaded from our web site: [www.CityofDunn.org](http://www.CityofDunn.org)

*IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THE CITY OF DUNN **CITY CONTACT** AS SOON AS POSSIBLE*

**1.0 PURPOSE**

The intent of this Request for Proposals (RFP) is for the City of Dunn, NC (Harnett County, NC) to obtain the services of a qualified engineering/surveying firm to provide professional surveying and mapping services in support of the City of Dunn Alley Improvement Program. The successful firm must demonstrate proven management skills and technical competence in surveying and mapping using GPS, GIS, and other accepted surveying and mapping techniques.

The City of Dunn, at its sole discretion, reserves the right to select consultant when deemed to be in the best interests of the City of Dunn, NC.

**2.0 COMPETITION INTENDED**

It is the City of Dunn's intent that this RFP permits competition. It shall be the Consultant's responsibility to provide in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the City of Dunn not later than fifteen (15) days prior to the date set for acceptance of proposals.

**3.0 CITY GOAL FOR THIS PROJECT**

The City of Dunn seeks a licensed land surveyor to survey sixteen (16) alleys in the city, determine if any alleys have been closed, and if any utilities are present. The goal of the City is to vacate the alleys, deed the right-of-way to adjoining property owners, and record utility easements where appropriate. Metes and bounds descriptions must be written for each property owner affected and the resulting plats and metes and bounds must be incorporated in the deeds. All must be recorded with Harnett County in Lillington, NC.

**4.0 BACKGROUND**

The City of Dunn is the largest municipality in largely rural Harnett County, NC, with just under 10,000 population in 2020. The city was incorporated in 1887. The downtown business district and immediate surrounding neighborhoods have a well-defined street grid system. Many of these blocks are bisected by alleys, which continue to be used by adjoining businesses and residential houses for rear access, utility rights-of-way, pedestrian pathways, and other uses. There are approximately 110 alleys in the city. The typical width of an alley is 20 feet.

Some alleys are shown on Harnett County's GIS / Tax Parcel Viewer but are not visible at street level. Some of these spaces have mature vegetation, including trees that appear decades old.

Sixteen of the city's 110 alleys do not continue through the entire block as shown on Harnett County's GIS / Tax Parcel Viewer on line. These alleys appear to have been vacated at some point but the vacation of the alleys was not recorded. Many appear to be private property when viewed from the street. These places can pose a challenge for public safety personnel and code enforcement officers when, on the scene, they can't determine the dividing line between public and private property.

The goal of this RFP is to conduct surveys and record the result to resolve the uncertainty that currently exists around these 16 alleys.

## 5.0 CONSULTANT'S MINIMUM QUALIFICATION

Consultants must demonstrate that they have the resources and capability to provide the materials and services as described herein. *All Consultants must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.*

The following criteria shall be met in order to be eligible for this contract:

1. Any consultant wishing to submit a qualification and to be considered for this solicitation shall have had successful experience within the past three (3) years in general land surveying using GPS technology. Consultants should provide examples of at least three (3) projects with scopes similar to the scope of services contained in RFP Section 6.0 and successfully completed within the past eight (8) years.

## 6.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. The services to be provided by the Consultant shall include but not be limited to the following:

The 16 alleys that are the subject of this RFP abut approximately 80 different properties in total. The following should be addressed for each property when responding to this RFP:

- 1) Determine if the alley remains a City right-of-way (ROW) or if the alley has been closed.
- 2) Determine if there are any utilities requiring easements above or below ground within the alley.
- 3) Set pins for each corner of each property, dedicating half the alley to the appropriate adjoining property owner.
- 4) Write metes and bounds description for each dedication of land.
- 5) Indicate the square footage dedicated on each plat as a recombination for recording.
- 6) Include on the recombination the dedication of any easement for utilities when necessary.

- 7) Include all appropriate certifications on each recombination.
- 8) Record the recombinations and metes and bounds with Harnett County Register of Deeds at the Harnett County Courthouse, located at 305 W Cornelius Harnett Blvd, Suite 200, Lillington, NC 27546
- 9) Coordination with other City of Dunn contractors and City staff consistent with the intent of this RFP. Overall project should be able to be 100 percent completed by chosen consultant without the expectation of City staff assistance.
- 10) The final deliverables shall be:
  - a. Recorded surveys / recombinations for all properties involved, including all necessary utility easements, where appropriate.
  - b. Recorded deeds with metes and bounds describing the recombination for each property, including square footage conveyed.
  - c. Excel spreadsheet listing all properties surveyed and recorded, including but not necessarily limited to: owner name and address, property address, recombination square footage conveyed, easement if present, date recorded, date alley was vacated.

## 7.0 PROJECT SCHEDULE

The City's timeframe for this project includes the following milestones. All these dates are subject to change.

- **May 20, 2022:** Deadline for all questions to be submitted; answers will be posted online.
- **May 24, 2022:** Answers posted on line.
- **May 30, 2022:** Deadline for submittals.
- **June 20, 2022:** Contractor could be selected, contract finalized, and Notice to Proceed given to selected contractor.
- **Project completion date** to be determined during contract negotiations; however, time is of the essence.

## 8.0 PROPOSAL CONTENTS

A successful proposal shall address all items in Section 6.0 Scope of Services and include the following:

### Contact Information

- a) Company name, address, phone number(s), email.
- b) Years of experience, including experience working with units of government.
- c) Copy of NC Professional Land Surveyor (PLS) license.
- d) Copy of insurance, including liability insurance.

### Scope of Services and Approach

- a) Describe approach to the project, including:
  - i. Process used to determine if an alley is vacated or not.
  - ii. Safety precautions taken while in the field.

- iii. Dealing with property owners, including getting notarized signatures.
- iv. Writing metes and bounds.
- v. Recording documents with Harnett County.
- b) Describe Fee / Rate Schedule.
  - i. Hourly rates discussed during agreement process established under the winning Contract shall include:
    - i. Administrative items such as mailing services, cost of reports, submittals, and other expenses deemed typical in the conduct of business.
    - ii. Transportation to and from job sites, fuel, general office supplies, home office and administrative support, and all overhead and incidental costs.
  - ii. How charges to the City are determined: number of hours spent, by recorded survey, etc.
  - iii. Expectations for payment of services: per recorded survey, lump sum, etc.
- c) Complete a timeline for the project, from notice to proceed to completion date, indicating significant milestones.

## 9.0 TERMS AND CONDITIONS

The Agreement for Service (“Agreement” or “Contract”) with the successful consultant will contain the following Terms and Conditions. **While the City of Dunn may accept additional or different language if so requested during negotiations, the overall list of Terms and Conditions are mandatory and non-negotiable.**

### 9.1 PROCEDURES

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the **City Contact** or their authorized representative(s). The Consultant shall not comply with requests and/or orders issued by other than the City Contact or their authorized representative(s) acting within their authority for the City of Dunn. Any change to the Contract must be approved in writing by the **City Contact**, the City of Dunn City Council and the Consultant.

### 9.2 QUANTITIES

The quantities specified in this Agreement are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the term of this Agreement. Quantities shown shall not be construed to represent any amount which the City of Dunn shall be obligated to purchase under the Agreement, or relieve the Consultant of its obligation to fill all orders placed by the City of Dunn.

### 9.3 TERM

The Agreement term shall cover the period from “date of selection” through “agreed upon end of warranty period”, or an equivalent period depending on the date of Agreement award. Term agreement shall be for a deliverable based on lump sum cost generated in qualification.

### 9.4 DELAY AND DELIVERY FAILURES

Time is of the essence. The Consultant must keep the City of Dunn advised at all times of status of parties' agreement. If delay is foreseen, the Consultant shall give immediate written notice to the City Contact. Should the Consultant fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the City Contact, or should the Consultant fail to make a timely replacement of rejected items/services when so required, the City of Dunn may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Consultant shall reimburse the City of Dunn for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the City of Dunn owes to the Consultant from prior transactions, an amount equal to the additional expense incurred by the City of Dunn as a result of the Consultant's nonperformance shall be deducted from the balance as payment.

### 9.5 CITY OF DUNN RESERVED RIGHTS

The City of Dunn reserves the right, at its sole discretion, to issue Requests for Proposals for similar work and other projects as the need may occur. The City of Dunn also reserves the right to issue Purchase Orders, and to expand or otherwise modify existing Purchase Orders, to other Consultants based on its sole discretion, in consideration of its knowledge and/or evaluation of each Consultant's qualification, expertise, capabilities, performance record, current ability to perform, location, and/or distance to the project, and any and all other factors as may be pertinent to the particular project and for the convenience of the City of Dunn.

**9.6 MATERIAL SAFETY DATA SHEETS**

By law, the City of Dunn, NC will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the City of Dunn, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Consultant must identify a substitute that will meet the City of Dunn's criteria for approval.

**9.7 BUSINESS, PROFESSIONAL, AND OCCUPATIONAL LICENSE REQUIREMENT**

All firms or individuals located or doing business in City of Dunn are required to be licensed in accordance with the State of North Carolina and the City of Dunn's licensing rules.

**9.8 PAYMENT OF TAXES**

All Consultants located or owning property in City of Dunn shall assure that all real and personal property taxes are paid. The City of Dunn will verify payment of all real and personal property taxes by the Consultant prior to the award of any Contract or Contract renewal.

**9.9 INSURANCE**

- A. The Consultant shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Consultant assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.
- B. The Consultant and all subcontractors shall, during the continuance of the work under the Contract, provide the following:
  - 1. Workers' Compensation and Employer's Liability to protect the Consultant from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of North Carolina.
  - 2. Comprehensive General Liability insurance to protect the Consultant, and the interest of the City of Dunn, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall include the coverage for explosion, collapse, and underground hazards, where required.
  - 3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Consultant.
  - 4. Professional Liability against any and all wrongful acts, errors, or omissions on the part of the Consultant resulting from any action or operation under the Contract or in connection with the contracted work.
- C. The Consultant agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General, Automobile and Professional Liability policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

**1. Workers' Compensation:**

Coverage A:	Statutory
Coverage B:	\$100,000

**2. General Liability:**

Per Occurrence:	\$1,000,000
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Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
Fire Damage Legal Liability:	\$100,000
GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis	

**3. Automobile Liability:**

Combined Single Limit: \$1,000,000

**4. Professional Liability:**

Per Occurrence: \$1,000,000

General Aggregate: \$1,000,000

D. The following provisions shall be agreed to by the Consultant:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the City of Dunn. **The Consultant shall furnish a new certificate prior to any change or cancellation date.** The failure of the Consultant to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
2. Liability Insurance "Claims Made" basis:  
If the liability insurance purchased by the Consultant has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Consultant must either:
  - a. Agree to provide, prior to commencing work under the Contract, certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies and five (5) years for Professional Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Consultant's work under this Contract, or
  - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Consultant must disclose the amount of deductible/self-insured retention applicable to the General Liability, Automobile Liability and Professional Liability policies, if any. The City of Dunn reserves the right to request additional information to determine if the Consultant has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Consultant will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4. The Consultant will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
  - a. The Consultant will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the City of Dunn. These certified copies will be sent to the City of Dunn from the Consultant's insurance agent or representative. Any request made under this provision shall be deemed confidential and proprietary.
  - b. Any certificates provided shall indicate the Contract name and number.
5. The City, its officers and employees shall be endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the City of Dunn may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the City along with a copy of the Endorsement.



6. Compliance by the Consultant with the foregoing requirements as to carrying insurance shall not relieve the Consultant of their liability's provisions of the Contract.
- E. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City of Dunn from supervising and/or inspecting the project as to the end result. The Consultant shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
- F. Precaution shall be exercised at all times for the protection of Persons (including employees) and property.
- G. The Consultant is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- H. Any loss insured under subparagraph 6.9 is to be adjusted with the City of Dunn and made payable to the City of Dunn as trustee for the requirements of any applicable mortgagee clause.
- I. If an "ACORD" Insurance Certificate form is used by the Consultant's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- J. The Consultant agrees to waive all rights of subrogation against the City of Dunn, its officers, employees, and agents.

#### **9.10 HOLD HARMLESS**

The Consultant shall indemnify and hold harmless the City of Dunn, including its officials and employees, from all liability, losses, costs, damages, claims, causes of action, suits of any nature (specifically including reasonable attorney's fees and defense costs incurred with the defense of third-party claims) incidental to or brought as a consequence of any act, error, omission, or breach of the applicable professional standard of care by the Consultant and/or its subcontractor. The Consultant agrees that this clause shall include, but is not limited to, claims involving infringement of patent or copyright. This section shall survive completion of the Contract. The City of Dunn is prohibited from indemnifying Consultant and/or any other third parties.

#### **9.11 SAFETY**

All Consultants and subcontractor performing services for the City of Dunn are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City of Dunn traffic control, Occupational Health Standards and any other applicable rules and regulations. Also all Consultants and subcontractor shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

#### **9.12 NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE**

The City of Dunn is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II. Specifically, the City of Dunn may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act.

### **9.13 ETHICS IN PUBLIC CONTRACTING**

The provisions contained in North Carolina General Statutes G.S. 160A-16 of the North Carolina Local Government Purchasing and Contracting, shall be applicable to all Contracts solicited or entered into by the City of Dunn.

### **9.14 EMPLOYMENT DISCRIMINATION BY CONSULTANTS PROHIBITED**

- A. During the performance of this Contract, the Consultant agrees as follows:
1. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an equal opportunity employer.
  3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Consultant will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### **9.15 DRUG-FREE WORKPLACE**

During the performance of this Contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Consultant that the Consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Consultant in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

### **9.16 FAITH-BASED ORGANIZATIONS**

The City of Dunn does not discriminate against faith-based organizations.

### **9.17 IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By entering this Contract, the Consultant certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

### 9.18 SUBSTITUTIONS

NO substitutions, additions or cancellations, including those of key personnel, are permitted after award without written approval by the City of Dunn. Where specific employees are proposed by the Consultant for the work, those employees shall perform the work as long as that employee works for the Consultant, either as an employee or subcontractor, unless the City of Dunn agrees to the substitution. Requests for substitutions shall be reviewed and may be approved by the City of Dunn in its reasonable discretion.

### 9.19 ORDERING, INVOICING AND PAYMENT

All work requested under the Contract by the chosen firm shall be placed on a City of Dunn issued Purchase Order. The Consultant shall submit invoices, in duplicate, and include a detailed breakdown of all charges for that period. Invoices shall be based upon completion of tasks and deliverables. All invoices shall be forwarded to the following address:

**City of Dunn  
Attn: Planning Director – George Adler  
PO Box 1065  
Dunn, NC 28335**

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the City of Dunn will render payment within forty-five (45) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments. Individual Consultants shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

### 9.20 PAYMENTS TO SUBCONTRACTOR

Within seven (7) days after receipt of amounts paid by the City of Dunn for work performed by a subcontractor under the Contract by the chosen firm, the Consultant shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the City of Dunn attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the City of Dunn and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Consultant shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above. Unless otherwise provided under the terms of the Contract with the chosen firm, interest shall accrue at the rate of one percent (1%) per month.

The Consultant shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor. The Consultant's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the City of Dunn.

### 9.21 ASSIGNMENT

The Agreement may not be assigned in whole or in part without the prior written consent of the City of Dunn. The rights and obligations of the Consultant are personal and may be performed only by the Consultant. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and insures to the benefit of the parties and their respective permitted successors and assigns.

## 9.22 TERMINATION

Subject to the provisions below, the Contract may be terminated by the City of Dunn upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the City of Dunn until said work or services are completed and accepted.

- A. Termination for Convenience - The City of Dunn may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.
- B. Termination for Cause - In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.
- C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years - If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

## 9.23 CONTRACTUAL DISPUTES

The Consultant shall give written notice to the City of Dunn City Contact of their intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Consultant shall submit its invoice for final payment within thirty (30) days after completion or delivery. The claim, with supporting documentation, shall be submitted to the City of Dunn City Contact by US Mail, return receipt requested, courier, or overnight delivery service, no later than sixty (60) days after final payment.

If the claim is not disposed of by agreement, the City of Dunn City Contact shall reduce his/her decision to writing and mail via U.S. mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of the City of Dunn's receipt of the claim. The City of Dunn City Contact's decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the City of Dunn Administrator, or his designee. The City of Dunn Administrator shall render a decision within sixty (60) days of receipt of the appeal. No Consultant shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

## 9.24 CONSULTANT RESPONSIBILITIES

The Consultant(s) shall be responsible for completely supervising and directing the work under the Contract(s) and all subcontractor that they may utilize. Subcontractor who perform work under the Contract shall be responsible to the prime Consultant. The Consultant agrees to be responsible for the acts and omissions of their subcontractor and of persons employed by them.

## 9.25 COST QUALIFICATIONS/RESPONSE TIME

- A. For services required by the City of Dunn that are not specifically identified in the Contract Labor Categories but covered under the Scope of Services, the Consultant shall submit to the City of Dunn **City Contact**, in the task order cost qualification, detailed costs for these services. Any additional labor categories and fixed hourly rates developed apply only to the specific task order unless added to the contract by amendment.
- B. Travel expenses, not including to and from the job site, must be included in the task order cost qualification if required and will be based upon the current City of Dunn per diem rates.

### 9.26 OWNERSHIP OF DOCUMENTS

Any reports, specifications, blueprints, negatives or other documents prepared by the Consultant in the performance of its obligations under the Contract shall be the exclusive property of the City of Dunn, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this Contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant's obligations under the Contract without the prior written consent of the City of Dunn. Documents and materials developed by the Consultant under the Contract shall be the property of the City of Dunn; however, the Consultant may retain file copies, which cannot be used without prior written consent of the Owner. The City of Dunn agrees that the Consultant shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Consultant is not the firm of record.

### 9.27 SUBMISSIONS

All project correspondence, design/review documents, reports, etc. prepared by the Consultant shall be distributed to the City of Dunn City Contact for each task in the format and number of copies as directed by the task statement of work. Within thirty (30) days of project completion, the Consultant shall prepare and submit a Project Completion Report with project closeout documents and submit to the City of Dunn City Contact.

### 9.28 RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The City of Dunn's review, approval, or acceptance of, or payment for, any services required shall not be construed to operate as a waiver by the City of Dunn of any rights or of any cause of action arising out the Contract. The Consultant shall be and remains liable to the City of Dunn for the accuracy and competency of plans, specifications, or other documents or work and Consultant is responsible for to the City of Dunn for any costs incurred resulting from any errors, acts or omissions in the performance of any services furnished.

### 9.29 SEVERABILITY

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

### 9.30 GOVERNING LAW/FORUM

This Agreement shall be governed and construed in all respects by its terms and by the laws of North Carolina, without giving effect to its conflicts of law provisions. Any judicial action shall be filed in the Harnett County Court District Court of North Carolina.

### 9.31 NOTICES

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, addressed as follows:

**FROM CONTRACTOR:**

**TO CITY OF DUNN:**

City of Dunn (c)  
Attn: **City Contact**  
P.O. Box 1065  
Dunn, NC 28335

**Or**

*Via hand-delivery method (a); (b)*

401 E. Broad Street  
Dunn, NC 28334

Notice is deemed to have been received; (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service.

### **9.32 LICENSURE**

To the extent required by the City of Dunn, the Consultant shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

### **9.33 AUTHORITY TO TRANSACT BUSINESS IN NORTH CAROLINA**

A Consultant organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in North Carolina as a domestic or foreign business entity if so required by North Carolina General Statutes Certificate of Authority § 55-15-01 **Authority to transact business** required or as otherwise required by law. Any business entity described herein that enters into a Contract with the City of Dunn shall not allow its existence to lapse or its certificate of authority or registration to transact business in North Carolina, if so required North Carolina General Statutes Certificate of Authority § 55-15-01 **Authority to transact business**, to be revoked or cancelled at any time during the term of the Contract. The City of Dunn may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

### **9.34 COUNTERPARTS**

The Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of the Contract or any amendment or renewal. A signature by any party to the Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

### **9.35 NO SMOKING**

Smoking in all City of Dunn buildings and on City of Dunn facilities, both inside and outside, are entirely smoke free. Failure to adhere to the City of Dunn's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

### **9.36 CONFIDENTIALITY**

#### **A. Consultant Confidentiality**

The Consultant acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the City of Dunn. Therefore, except as required by law, the Consultant agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the City of Dunn or any of its facilities or any other user of this Agreement that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, E-Mail, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Consultant understands that the City of Dunn, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the City of Dunn may seek legal remedies available

to it should such disclosure occur. Further, the Consultant understands that violations of this provision may result in termination of the Agreement.

The Consultant understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Agreement, and will not be divulged without the City Contact written consent and then only in strict accordance with prevailing laws. The Consultant shall hold all information provided by the City of Dunn as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

#### **B. City of Dunn Confidentiality**

The City of Dunn understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (**Public Records Law Chapter 132 – North Carolina General Assembly**) provided pursuant to this Contract are subject to the pursuant to The Freedom of Information Act, 5 U.S.C. § 552.

#### **9.37 FORCE MAJEURE**

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted work but excluding any industrial dispute which is specific to the performance of the work or this contract, interruption or failure of electric, gas, water, or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event. The Consultant has no entitlement and City of Dunn has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

#### **9.39 SURVIVAL OF TERMS**

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Warranties, Governing Law/Forum, and Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

#### **9.40 NON-WAIVER**

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

#### **10.0 EVALUATION OF QUALIFICATIONS & SELECTION PROCEDURES**

The Instructions for Submitting Qualifications set forth certain criteria which will be used in the evaluation of qualifications and selection of the successful Consultant. In addition, the criteria set forth below will be considered.

### 10.1 QUALIFICATION ANALYSIS GROUP

The Proposal Analysis Group (QAG) will include a representative(s) from each of the following City of Dunn Departments:

- Planning
- Administration

### 10.2 SCHEDULE

The following schedule is tentative. The number of qualifications received will determine actual schedule.

- **May 20, 2022:** Deadline for all questions to be submitted; answers will be posted online.
- **May 24, 2022:** Answers posted on line.
- **May 30, 2022:** Deadline for submittals.
- **June 20, 2022:** Contractor could be selected, contract finalized, and Notice to Proceed given to selected contractor.
- **Project completion date** to be determined during contract negotiations; however, time is of the essence.

### 10.3 PROPOSAL CONTENT

Failure to provide the following items with your qualification shall be cause for rejection of qualification as non-responsive and/or non-responsible.

Consultants are to make written qualifications that present the qualification and understanding of the work to be performed. Consultant shall provide each of the following items below in the order presented. Failure to include any of the requested information may be cause for the qualification to be considered non-responsive and rejected.

- Do not use Federal Government forms such as Standard Form 330; Architect – Engineer Qualification in your qualification response.
- Do not include proposed modifications to the terms and conditions contained in this RFP, in your proposal.
- Proposals should be tabbed and use doubled sided print.

#### A. Management Skills and Technical Expertise

This is the City of Dunn's Minimum Proposal Response to RFP: Section 5

- Provide detailed descriptions of at least three (3) projects with scopes of service similar to that contained in RFP Section 5.0 and Attachment 1; that were successfully completed within the past eight (8) years;
- References: All Consultant shall include with their proposal a minimum of three (3) current references. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of the proposal as non-responsive. Consultant hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.
- Awards and letter of commendation received for work performed.



**B. Credentials of the Project Team**

Credentials of project team, including but not limited to: project manager, project engineers, surveyors, and major subcontractor's portfolio of related projects; history of the proposed team working together on past projects, particularly as related to prior work of this nature. The entire project team will be evaluated. Be precise about the division of responsibility among member firms. Identify clearly the people who will be involved, what they will do, and their specific experience in that role. Include as a minimum:

- Identification of Project Manager
- Project Manager's resume and portfolio of related projects
- Show Staffing Plan to support the Scope of Services contained in this RFP. The staffing plan should identify the entire project team and include resumes of key project staff including any prior City of Dunn experience.
- Identification of subcontractor and subcontractor's portfolio of related projects and resumes of subcontractor's key staff.
- List of previous projects with subcontractor completed in the past ten (8) years.

**C. Task Understanding**

Provide a narrative describing how you intend to accomplish task requirements for which you desire to be considered.

**D. Capability for Timely Response**

- Identify primary work location (town and State) of all team members identified in the qualification.
- Acknowledgement and understanding of required response times as set forth in Section 7 of this RFP.

**E. Compliance with Terms**

Proposal submittal is the agreeance to terms within this RFP unless altered or changed within the contract agreed upon by both parties.

**F. Overall Quality and Completeness of the Proposal**

Proposals will be reviewed for:

- Completeness
- Attention to detail
- Clarity
- Organization
- Appearance

**G. Cost of Services**

Provide an overall project cost to provide the City with a finalized deliverable that meets all the requirements of this RFP.

**10.4 EVALUATION PROCESS**

The **City Contact** will review, and evaluate each proposal and selection will be made for each service group on the basis of the criteria listed below and as more particularly described in Section 7.3.

- A. Credentials /skills of project team. **(25 points)**
- B. Understanding of task requirements. **(25 points)**
- C. Capability for timely response. **(20 points)**
- D. Overall quality and completeness of qualification. **(30 points)**

Once the **Proposal Analysis Group** has read and evaluated each qualification, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated qualifications in a descending order. The **City Contact** and / or **Proposal Analysis Group** will conduct interviews and have discussions with the top ranked Consultants (usually the top three (3) to five (5) depending upon the number of proposals received).

## 11.0 INSTRUCTIONS TO CONSULTANT

Follow all instructions within this RFP as well as the winning firm's contract.

### 11.1 PREPARATION AND SUBMISSION OF PROPSALS

- A. Before submitting a proposal, read the **ENTIRE** solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve the Consultant of the Contractual obligations.
- B. Include other information, as requested or required.
- C. All proposals must be submitted to the City of Dunn in a sealed envelope. The face of the sealed envelope shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the firm are to be returned with the proposal.
- F. Proposals must be received by the City of Dunn prior to **May 20, 2022**. Requests for extensions of this time and date **will not** be granted, unless deemed to be in the City of Dunn's best interest. Consultant mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the City of Dunn by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the City of Dunn after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals may be submitted via one of the following options:
  - 1) US Mail to PO Box 1065, Dunn, NC 28335 (Please note: Consultant choosing to submit proposals via US Mail should allow at least an additional twenty-four (24) hours in the delivery process for internal distribution);
  - 2) Hand delivered or private carrier (UPS/FedEx) to the City of Dunn, 401 E. Broad Street, Dunn, NC 28334.
- H. Consultants shall submit one (1) original and five (5) copies with their proposals to the City of Dunn, North Carolina as indicated on the cover sheet of this RFP.

## 11.2 QUESTIONS AND INQUIRIES

Questions and inquiries, both oral and written, will be accepted from any and all Consultants. However, when requested, complex oral questions shall be submitted in writing. The **City of Dunn Contact** is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other City of Dunn staff regarding the RFP may result in the disqualification of the Consultant. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP.

Material questions will be answered. However, all questions must be received by **5/6/2022 @ 5pm EST**. It is the responsibility of all Consultants to ensure that they have received all Addendums (if any) and to include signed copies with their proposal.

## 11.3 ADDENDUM AND SUPPLEMENT TO REQUEST

If it becomes necessary to revise any part of this request or if additional data is necessary to enable an exact interpretation of provisions of this request, an Addendum will be issued. It is the responsibility of all Bidders to ensure that they have all Addendums and to include signed copies with their proposals.

## 11.4 PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Consultant in connection with this solicitation shall not be subject to disclosure under the **Public Records Law** – North Carolina General Assembly; however, pursuant to The Freedom of Information Act, 5 U.S.C. § 552, the Consultant must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the Consultant's information. Consultant shall not mark sections of their qualification as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

## 11.5 AUTHORITY TO SUBMIT

Proposals **MUST** give full firm name and address of Consultant. Failure to manually sign proposal may disqualify it. Person signing proposal should show title and authority. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

- If a sole proprietorship, the owner may sign.
- If a general partnership, any general partner may sign.
- If a limited partnership, a general partner must sign.
- If a limited liability company, a "member" may sign or "manager" must sign if so specified by the Articles of Organization.
- If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the City of Dunn requires that a corporate document authorizing him/her to sign be submitted with proposal.

## 11.6 WITHDRAWAL OF PROPOSALS

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn upon written request from the Consultant at the address shown in the solicitation prior to the time of acceptance.

- C. Negligence on the part of the Consultant in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposal.

#### **11.7 CITY OF DUNN FURNISHED SUPPORT/ITEMS**

The level of support required from City of Dunn personnel for the completion of each task shall be estimated by position and staff days. The Consultant shall indicate the necessary telephones, office space and materials the Consultant requires. The City of Dunn **may** furnish these facilities if the City of Dunn considers them reasonable, necessary, and available for the Consultant to complete its task.

#### **11.8 SUBCONTRACTOR**

Consultants shall include a list of all subcontractor(s) with their proposal. Proposals shall also include a statement of the subcontractor's qualification. The City of Dunn reserves the right to reject the successful Consultant's selection of subcontractor for good cause. If a subcontractor is rejected, the Consultant may replace that subcontractor with another subcontractor subject to the approval of the City of Dunn. Any such replacement shall be at no additional expense to the City of Dunn, nor shall it result in an extension of time without the City of Dunn's approval.

#### **11.9 QUANTITIES**

The quantities specified in this Request for Proposals are estimates only, and are given for the information of Consultant and for the purpose of qualification evaluation. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Quantities shown shall not be construed to represent any amount which the City of Dunn shall be obligated to purchase under the contract, or relieve the consultant of his obligation to fill all orders placed by the City of Dunn. **NO PROPOSAL WILL BE CONSIDERED WHICH STIPULATES THAT CITY OF DUNN SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.**

#### **11.10 LATE PROPOSALS**

LATE proposals will be returned to the Consultant **UNOPENED**, if RFP number, acceptance date and Consultant's return address are shown on the package.

#### **11.11 RIGHTS OF CITY OF DUNN**

The City of Dunn reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the City of Dunn. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposals which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

#### **11.12 PROHIBITION AS SUBCONTRACTOR**

No Consultant who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

#### **11.13 DEVIATIONS FROM SCOPE OF SERVICES**

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the Scope of Services shall be ruled out and the substitution clearly indicated. The City of Dunn reserves the right to determine the responsiveness of any deviation.

**11.14 NOTICE OF AWARD**

The chosen consultant will be called/emailed and informed.

**11.15 PROTEST**

Consultant may inquire their remedies concerning this competitive process. Protests shall be submitted to the City Manager and/or Assistant City Manager.

**11.16 MISCELLANEOUS REQUIREMENTS**

- A. The City of Dunn will not be responsible for any expenses incurred by a Consultant in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the Consultant's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Consultants who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The City of Dunn will schedule the time and location for this presentation.
- C. The contents of the proposal submitted by the successful Consultant as well as this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Consultant will be expected to sign a contract with the City of Dunn.
- D. The City of Dunn reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the City of Dunn. Consultant whose proposal is not accepted will be notified in writing.

**11.17 DEBARMENT**

By submitting a proposal, the Consultant is certifying that he is not currently debarred by the City of Dunn, North Carolina or in a procurement involving federal funds, by the Federal Government.

**11.18 PROOF OF AUTHORITY TO TRANSACT BUSINESS IN NORTH CAROLINA**

A Consultant organized or authorized to transact business in the State of North Carolina pursuant to North Carolina General Statutes Certificate of Authority, § 55-15-01. **Authority to transact business** in North Carolina, shall include in its bid the identification number issued to it by the Secretary of State of North Carolina. Any Consultant that is not authorized to transact business in the State of North Carolina as a foreign business entity under Certificate of Authority § 55-15-01, or as otherwise required by law shall include in its bid or proposal a statement describing why the Consultant is not required to be so authorized. Any Consultant described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

**11.19 W-9 FORM REQUIRED**

Each Consultant shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

**11.20 INSURANCE COVERAGE**

Consultants shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the Consultant carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the City of Dunn until contract award.

**11.21 LEGAL ACTION**

No bidder or potential bidder shall institute any legal action until all statutory requirements have been met.

**11.22 CERTIFICATION BY CONTRACTOR AS TO FELONY CONVICTIONS**

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.