REQUEST FOR PROPOSALS

BOOKING AGENT FOR ATHLETICS OFFICIALS

Date of Issue: March 1, 2017

Purpose of Request for Proposals (RFP): The Department of Parks and Recreation of the City of Durham is soliciting proposals for qualified agencies to provide officials and referees for athletic events managed by the Department.

Project Manager	Tammy Brown, Recreation Manager
Department	Parks and Recreation
Mailing Address	101 City Hall Plaza, Durham NC 27701
Physical Address	400 Cleveland St., Durham NC 27701
Project Manager Phone	919-560-4355 x 27225
Project Manager Email	Tammy.Brown@durhamnc.gov
Project Manager Fax	919-560-4021

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1. INTRODUCTION AND INSTRUCTIONS

1.1 Definitions

"City" means the City of Durham
"DPR" means the Department of Parks and Recreation of the City of Durham
"Proposal" means the response of the person, firm, or corporation proposing to provide services sought by this RFP
"Proposer" means the person, firm, or corporation that submits a response to this RFP.
"Contractor"/"Vendor" means the Proposer with which the City enters into a contract with to fulfill the terms of this RFP

1.2 Submittal timeline

RFP issued	March 1, 2017
Pre-submittal conference	March 15, 2017
Deadline to submit questions	March 15, 2017 4:00pm
Proposal submittal deadline	April 3, 2017 4:00 PM
Contractor selection	April 10, 2017
Contract execution	August 1, 2017
Implementation	September 1, 2017

1.3 Pre-submittal conference

There will be a pre-submittal conference on March 15, 2017 **at 10:00 a.m.** at the Department of Parks and Recreation, 400 Cleveland St., Durham, NC. Attendees should be familiar with this RFP. Attendance is not mandatory for proposal submittal.

1.4 Questions regarding the RFP

All questions should be in writing and directed to the Project Manager. Questions are due no later than March 15, 2017 at 4 p.m. A compilation of responses will be posted on the City web site as an addendum to the RFP, if necessary, no later than seven days prior to the date of the proposal submittal deadline. Any addendum must be signed and submitted with the proposal.

If an addendum is issued for additions, clarifications, and/or changes, the addendum must be acknowledged by signing and submitting it with your sealed bid. In the event that your sealed bid has been mailed prior to receiving this addendum, you may submit the addendum by fax or in a second sealed envelope clearly marked as an addendum to be attached to "Booking Agent for Athletic Officials". This addendum and bid response must be received by 4:00pm, on the 3rd day of April. Failure to do so will result in the disqualification of the corresponding bid.

1.5 Proposal submittal and deadline

Fees for each league must be presented in same format as in the RFP. Proposers must submit 5 copies of their proposal in writing in a sealed envelope. Proposals should be double-sided and unbound. Proposals are due in the Durham Parks and Recreation office location at 400 Cleveland St. Durham, NC no later than **4:00 PM on April 1, 2017**. Delays caused by any delivery service, including the U S Postal Service will not be grounds for an extension of the due date. Faxed and emailed proposals are not acceptable.

1.6 Format

The Proposals should be no more than 10 double-sided pages in length, exclusive of individuals' resumes, examples of work experiences, references, and the required SDBE forms included in this RFP in Appendix A (these items should be included as an attachment to the main document) and any addendum. Extensive colored displays and promotional materials are not necessary or desired. Emphasis should be placed on completeness and responses to the information requested in Section 3.

1.7 Solicitation

This solicitation for proposals has been placed on the City's internet site at

https://durhamnc.gov/bids.aspx

Any responses to requests for information or clarification to the RFP will be posted to this site City web site as an addendum to the RFP, if necessary, no later than seven days prior to the date of the proposal submittal deadline. Any addendum must be signed and submitted with the proposal.

1.8 Assignment

The Contractor may not transfer or assign any portion of the contract.

2. BACKGROUND AND PURPOSE

2.1 Background information

The City of Durham DPR offers recreation activities to citizens in numerous sports, including soccer, basketball, flag football, volleyball, lacrosse, tennis and softball that require trained officials. The offerings include teams and leagues for ages 5 years through adult, for male and female participants, during several seasons each year. Organization and registration for these participants is handled by the staff of Parks and Recreation, as is the scheduling and maintenance/management of the physical facilities.

2.2 Purpose

The City of Durham DPR is seeking a Contractor or Contractors to recruit, train, supervise, and provide a sufficient number of athletic officials for its athletic contests as determined by the Recreation Manager of the Athletics unit. The Contractor may submit a proposal to supply all of these services as described in Section 3 or any portion thereof.

2.3 Budget

DPR will pay the athletic officials for the various sports indicated in Section 3, for the number of matches/games per sport as indicated in that same section. The Proposer will add an amount to the official's rate of pay as necessary to his proposal to cover his anticipated administrative costs. Tennis events are based on a one hour event. The cost of providing insurance will not be reimbursed nor covered under the contract and is not budgeted.

3. SUBMITTAL REQUIREMENTS

Notice under the Americans with Disabilities Act: The City does not discriminate against qualified individuals with disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable provisions to policies and programs to ensure that persons with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Anyone who requires aid or service for effective communications, or a modification of policies or procedures, should contact the office of Stacey Poston, ADA Coordinator, Voice: 919-560-4197 x 21254, TTY 919-560-1200; Stacey.Poston@durhamnc.gov, as soon as possible but no later than 48 hours before a scheduled event.

3.1 Cover letter

The proposal must contain a cover letter, signed by the principal in the firm or agency, indicating his or her title and that he or she has the authority to submit the proposal on behalf of the firm or agency. The letter should contain the following statement: "The undersigned has the authority to submit this proposal on behalf of (*name of company or agency*) in response to the City of Durham RFP for providing services as a Booking Agent for Athletic Officials."

3.2 Core Requirements

DPR requires the selected Contractor to be able to provide all or some of the services below. A Proposer must make it clear in his proposal exactly which of these services he is proposing to provide.

Games/Tournaments/Clinics and events (age bracket)	Number of matches/games/events per year will not exceed this number	Number of officials per match/game
Basketball (5+)	375	2
Basketball (18+)	70	2
Flag Football (5+)	22	2
Softball (5+)	800	2
Volleyball (17+)	80	1
Adult Soccer (Open -17+)	80	3
Adult Soccer (30+)	75	2
Girls Soccer (7-8)	55	1
Girls Soccer (9-10)	55	1
Girls Soccer (11-13)	75	2
Night Flight Basketball (13+)	50	2
Tennis (5+)	150	1
Lacrosse (5+)	20	2
Volleyball Tournament (10+)	30	2
Softball Tournament (8+)	30	2
Latino Festival Soccer (10 & U)	25	1
Latino Festival Soccer (8 & U)	25	2
Miscellaneous	20	2

3.3 Additional features

The Proposer must also provide the following additional information as part of the proposal:

a. Description of the firm's experience with similar work, including certifications and affiliations
b. Current work in progress and ability to perform the task within the provided timeframes for each sport
c. Provide the website address that is up and running (such as Abider) that DPR staff can view who is assigned to their games, game schedule that is posted and to pull invoices from.
d. A minimum of three (3) references for past performance in this type of service
e. The number of all officials that your agency represents, including the sports they are qualified to officiate, the level of play in each sport that they are qualified to officiate, sample of documentation of the training they have received, and the number of years of experience of each official in the sports he/she has been designated to officiate.
f. A development plan showing continuing training for officials assigned to work DPR athletic events, demonstrating attendance at regular training events by sanctioning organizations or by the agent
g. Description of your firm's requirements for notification for scheduling and cancellations

h. Description of your firm's disciplinary code and dress code for officials (NCHSAA standard's encouraged).
i. Proof of Registration with the N.C. Secretary State.
j. Evaluation form used by the firm to monitor and rate the performance of officials and a description of how and how often this evaluation is done.
k. Signed copy of any and all Addendum(s)

3.4 Non – Sanctioning & Sanctioning information

a . All Non Sanctioned Associations must be able to officiate Adult Softball using the USSSA rules and regulations/format for all leagues.
b. All certified non-profit organization that is sanctioned by the United States Specialty Sports Association (USSSA) must include in its proposal the IRS determination letter indicating its 501(c) 3 status and its incorporation number.
c. Any agency proposing to book officials for soccer must show that those agents hold a
d. current certification from the U. S. Soccer Federation, with a minimum badge level of Grade 8 for work in the adult leagues and a minimum badge level of Grade 8 for work in youth soccer.

3.5 Insurance

3.5. a. The Contractor shall maintain insurance not less than the following:

Commercial General Liability, covering

- premises/operations;
- products/completed operations;
- broad form property damage;
- contractual liability;
- independent contractors, if any are used in the performance of this contract;
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement);
- Combined single limit not less than $1,000,000 per occurrence; aggregate limit not less than $3,000,000 per year.

Workers' Compensation Insurance, covering,

- statutory benefits;
- covering employees; covering owners partners, officers, and relatives (who work on this contract)
- employers' liability coverage, with limits of not less than $1,000,000 for bodily injury or occupational disease claims.

This policy/coverage shall contain a waiver of subrogation in favor of the City

Insurance shall be provided by:

- companies authorized to do business in the State of North Carolina
- companies with Best rating of A- or A-VII

Insurance shall be evidenced by a certificate:

- providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- certificates shall be addressed to: City of Durham, North Carolina Attention: Finance Director
  101 City Hall Plaza
  Durham, NC 27701
- Both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can
  begin any work under this contract.

3.5. b. The selected booking agency or firm will be required to furnish general liability insurance and workman's compensation insurance for all officials assigned to City of Durham events.

3.6 Cost Proposal

The Proposer's cost proposals are for two full years of service, beginning with the anticipated implementation date of **September 1, 2017** and must include an itemized list of direct and indirect costs associated with the performance of the requested services.

DPR is proposing to pay athletic event officials no more than the following fees per match/game:

Games/Tournaments/Clinics and events (age bracket)	**Official's rate of pay per game/match not to exceed**
Basketball (5+)	$21
Basketball (13+)	$21
Basketball (18+)	$21
Flag Football (5+)	$21
Softball (5+)	$23
Volleyball (17+)	$30
Adult Soccer (Open -17+)	$50
Adult Soccer (30+)	$50
Girls Soccer (7-8)	$26
Girls Soccer (9-10)	$28
Girls Soccer (11-13)	$35
Night Flight Basketball (13+)	$22

Tennis (5+)	$10
Lacrosse (5+)	$25
Volleyball Tournament (10+)	$35
Softball Tournament (8+)	$23
Latino Festival Soccer (8 & U)	$26
Latino Festival Soccer (10 & U)	$28
Miscellaneous (5+)	$25

DPR is proposing to pay an agency booking fee of no more than the following:

Games/Tournaments/Clinics and events (age bracket)	Fee per game/match is not to exceed (booking fee + official's pay)
Basketball (5+)	$47
Basketball (13+)	$49
Basketball (18+)	$55
Flag Football (5+)	$47
Softball (5+)	$52
Volleyball (17+)	$35
Adult Soccer (Open -17+)	$160
Adult Soccer (30+)	$107
Girls Soccer (7-8)	$31
Girls Soccer (9-10)	$33
Girls Soccer (11-13)	$75
Night Flight Basketball (13+)	$49
Tennis (5+)	$60
Lacrosse (5+)	$55
Volleyball Tournament (10+)	$40
Softball Tournament (8+)	$52
Latino Festival Soccer (8 & U)	$31
Latino Festival Soccer (10 & U)	$33
Miscellaneous (5+)	$55

3.7 Company experience and references

Please provide a description of the Proposer's agency or firm's background and three (3) references.

3.8 Equal Business Opportunity Program

It is the policy of the City to provide equal opportunities for City contracting for underutilized firms owned by minorities and women doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all City contracting, including procurement services.

In accordance with the Ordinance, all contractors are required to provide information requested in the "Equal Business Opportunity Program Procurement Forms" package included with this Request for Proposals. Bids that do not contain the appropriate, completed forms will be deemed non-responsive and ineligible for consideration.

For procurement services that have no UBE goals, only the "Employee Breakdown" form is required. For procurement services with UBE goals, the "UBE Participation", "Employee Breakdown" and "Statement of Intent to Perform as Subcontractor are required of all bidders. "Request to Change UBE Participation After Bid Opening" and the "Questionnaire on Bidder's Good Faith Efforts" documents are not required at this time. In lieu of the "Employee Breakdown," bidders may submit a copy of the company's current EEO-1 form (corporate basis). The MUBE goal is__0%__ and the WUBE goal is _0%__ for this RFP.

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

3.9 Non-collusion Statement

This RFP constitutes and invitation to bid or propose. Include and sign the following with your proposal submittal:

> The City of Durham prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.
>
> I, (name), affirm that I have not engaged in collusion with any City employee(s), other person, corporations, or firms relating to this bid, proposal, or quotation. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
>
> Signature _____

4. CONDITIONS

4.1 Discretion of the City

The City reserves the right to reject any or all proposals. Notwithstanding anything to the contrary in this document or in any addenda to this document, unless the provision refers specifically to this topic, the City reserves the right to negotiate changes of any nature with any firm or agency proposing to do the work with respect to any term or condition in this document and in any proposal.

4.2 City not responsible for preparation cost

The City is not responsible for any costs associated with preparation or submittal of the proposal

4.3 Disclosure of proposal contents

All proposals and other material submitted become the property of the City. All information, including detailed cost information, will be held in confidence during the evaluation process and before the contract award. Thereafter, proposals will become public information.

4.4 Limit on claims

No Proposer will have any claims or rights against the City for participating in the Proposal process. The only rights and claims any Proposer will have against the City arising out of participating in the Proposal process will be in the Contract with the selected Proposer(s).

4.5 Contract negotiations

After completion of the evaluation, including any discussions held with responders during the evaluation, the City may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the City. If the City elects to initiate contract negotiations, these negotiations will not involve changes which would, by their nature, affect the proposal selection previously conducted.

4.6 Failure to negotiate

The City may terminate negotiations with the Contractor initially selected and commence negotiations with the next highest ranked responder if the selected Contractor does any of the following:

a. fails to provide requested information to negotiate in a timely manner;
b. fails to negotiate in good faith;
c. indicates that he/she cannot perform the contract within the budgeted funds available for the service; or
d. if, after good faith efforts, the City and the Contractor cannot come to terms.

5. EVALUATION OF PROPOSALS

5.1 Evaluation method

DPR will use an evaluation committee to score all proposals. The evaluation will be based on the following:

a. understanding of the project objectives and deliverables
b. ability to fulfill the requirements of the services requested
c. cost
d. experience, qualifications, and references

5.2 Point scoring method

a. Understanding of the project objectives (10%)
   i. Does the proposal demonstrate an understanding of the services that DPR is requesting?
   ii. Have all requirements raised in Section 3.2, 3.3, and 3.4 been clearly addressed?
b. Ability to fulfill the requirements (10%)
   i. How well does the proposal match the City's needs? Is the proposer able to handle potential changes as the year progresses?
c. Cost (40%)
   i. How well does the proposal meet the City's budgetary requirements?
   ii. How reasonable are the proposer's cost estimates for services and additional features?
   iii. Are the cost estimates documented?
d. Experience, qualifications, history and references (40%)
   i. Does the proposer have experience in providing similar services?
   ii. Has the proposer provided references?
   iii. Does the proposer have a successful history of providing similar services?

5.3 Equal Business Opportunity Program

It is the policy of the City to provide equal opportunities for City contracting for underutilized firms owned by minorities and women doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all City contracting, including procurement services.

In accordance with the Ordinance, all contractors are required to provide information requested in the "Equal Business Opportunity Program Procurement Forms" package included with this Request for Bids. Bids that do not contain the appropriate, completed forms will be **deemed non-responsive and ineligible for consideration**.

For procurement services that have **no UBE goals**, only the "Employee Breakdown" form is required. This project has no UBE goals.

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

6. STATE LAW PROVISIONS

6.1 E-Verify Requirements.

(A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

6.2 Iran Divestment Act Certification.

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

Appendix A: Chart of game/match fees
Appendix B: SDBE Professional Services Forms
Appendix C: City of Durham Sample Contract

Appendix A - Chart of game/match fees

Use this Chart to Submit Your Prices

Name of Sport	Number of Official	Total Game Fee per game/match (including Booking Fee)	Booking Fee per Sport
Basketball (5+)			
Basketball (13+)			
Basketball (18+)			
Flag Football (5+)			
Softball (5+)			
Volleyball (17+)			
Adult Soccer (Open 17+)			
Adult Soccer (30+)			
Girls Soccer (7-8)			
Girls Soccer (9–10)			
Girls Soccer (11-13)			
Night Flight Basketball (13+)			
Tennis (5+)			
Lacrosse (5+)			
Volleyball Tournament (10+)			
Softball Tournament (8+)			
Latino Festival Soccer (8U)			
Latino Festival Soccer (10U)			
Miscellaneous (5+)			

CITY OF DURHAM
EQUAL BUSINESS OPPORTUNITY PROGRAM

PROCUREMENT FORMS

Revised 3/2016

Street Address:

101 City Hall Plaza (Annex)
Durham, North Carolina 27701

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

The Department of Equal Opportunity/Equity Assurance

Good Things Are Happening In Durham

Equal Business Opportunity Program
UBE Procurement Documentation

All information in this document is applicable as indicated when UBE goals are required. If documents are not submitted, your bid may be deemed non-responsive. Only the Employee Breakdown form is required when there are no UBE goals. Underutilized Business Enterprise (UBE) means a business, including a sole proprietorship, partnership, corporation, limited liability company, joint venture or any other business or professional entity that has been certified by (i) the State of North Carolina as a historically underutilized business (HUB) pursuant to G.S. 143-128.4, as amended; (ii) the North Carolina Department of Transportation as a disadvantaged minority-owned or woman-owned business pursuant to G.S. 136-28.4, as amended; or (iii) the Small Business Administration 8(a) Business Development program of the Small Business Administration of the U.S. Department of Commerce pursuant to 15 U.S.C. 637(a), as amended,

***UBE* Participation** On this form, "participation" is the dollar amount of subcontracts for significant goods and services to be used to perform the contract. For instance, if the bidder would enter into a subcontract with UBEs for a total of $30,000, that would be the UBE participation amount. The sum of UBE participation and non UBE participation should equal the amount of the bid. This form is required for a bid that has participation goals and must be completed and submitted with your bid.

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

Statement of Intent to Perform as Subcontractor The bidder must provide one of these forms for each UBE firm that the bidder would subcontract with if the City awards the contract to the bidder.

Request to Change UBE Participation After Bid Opening: If at any time during a City contract, the bidder/contractor proposes to do any of the following :

- to replace a subcontractor,
- to perform subcontracted work with the bidder/contractor's own forces,
- to increase the quantity of subcontracted work,
- to decrease the quantity of subcontracted work, or
- to change the allocation of work among subcontractors,

then the bidder/contractor must make good-faith efforts to attain the goals that it has shown on the UBE Participation form, and the bidder/contractor must fill out the Request to Change UBE Participation After Bid Opening. Substitutions of subcontractors in these circumstances, both before and after the awarding of a contract, are subject to City approval. Consult the City's EO/EA Department on the procedures to follow.

Questionnaire on Bidder's Good-Faith Efforts Bidders that do not attain the UBE goals have the responsibility to make good-faith efforts and to demonstrate to the City that they have made such efforts. In determining a bidder's good-faith efforts to engage UBEs, the City Manager shall consider the information supplied by the bidder to answer the questions in this form, along with other criteria that the City Manager deems proper. This questionnaire is an optional tool that bidders may use to show that they have made good-faith efforts. Even though this form may be submitted after the bid opening, it cannot include information on efforts made after the bid opening. Even if a bidder does not use this form, the City will nevertheless attempt to answer the questions on the questionnaire using good-faith documentation supplied by the bidder. Bidders who do not turn in the questionnaire will still find it helpful to know how the City will determine whether good-faith efforts have been made.

EMPLOYEE BREAKDOWN

Part A – Employee Statistics for the Primary Location

M--------a--------l--------e--------s F----e-----m-----a-----l-----e-----s

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manager													
Professional													
Labor													
Clerical													
Totals													

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

M--------a--------l--------e--------s F-----e-----m-----a-----l-----e-----s

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manager													
Professional													
Labor													
Clerical													
Totals													

UBE PARTICIPATION ON BID

Name of Bidder: _____

Is bidder a UBE (circle one): Yes No

Total dollar amount of UBE participation in bid work: _____

For each row, check one column: E or F, .

Column A	Column B	Column C	Column D	Column E	Column F
Name of proposed subcontractor for base bid work	Goods and services to be provided for base bid work	Subcontract amount, in dollars, for base bid work	Percentage of total base bid (Column C divided by total base bid)	Minority-owned UBE	Women-owned UBE
		$	%		
		$	%		
		$	%		
		$	%		

Attach extra sheets as needed.

Do the above participation amounts meet the goals on this contract, assuming only the base bid is counted?

☐**Yes** ☐**No.** If the answer is No: (1) the bidder must have made good-faith efforts; (2) the bidder must
provide, within 2 business days after bid opening, documentation of good-faith efforts; and (3) the bidder must sign below.

As an authorized representative of the Bidder, I swear or affirm under penalty of fraud that the good-faith efforts documentation submitted with this bid, pertaining to the base bid and all alternates, if any, is correct and not intended to defraud or mislead. After the contract between the City and the Bidder is signed, except to the extent that the City gives prior written approval for changes, the Contractor agrees that it shall engage the subcontractors listed on this form to perform the work for the dollar amounts or percentages described on this form.

_____

Signature of individual authorized to sign for Bidder

STATEMENT OF INTENT TO PERFORM AS SUBCONTRACTOR

Name of **Bidder**: _____

Name of **Project**: _____

The undersigned firm meets the City of Durham's criteria as a UBE.

The undersigned UBE represents that it will enter into a formal contract with the Bidder to perform the following work in connection with the Project, in the dollar amount or percentage listed below, if the Bidder signs a contract with the City of Durham for the Project.

Describe the work in sufficient detail so that it can be determined whether the UBE's work is a substantial and necessary part of the Project.

Column 1 - description of work to be done by undersigned UBE	**Column 2** - dollar amount of the proposed subcontract between the bidder and the undersigned UBE	**Column 3** - percentage of Bidder's base bid represented by the proposed subcontract between the Bidder and the undersigned UBE

The undersigned UBE will be ready to begin work on the subcontract on the following date:_____

Name of UBE:_____Telephone No. _____

Address, including Zip Code, of UBE:_____Fax No. _____

_____

Signature of authorized representative of UBE

Title of the person who signed above:_____

What person with the UBE should the City contact with questions about this form or the proposed subcontract?

Name of individual:_____Telephone No. _____

Title of individual: _____

Email address: _____

By submitting this form to the City of Durham, the Bidder represents that if the Bidder signs the contract with the City of Durham for the Project, the Bidder will enter into the subcontract described above with this UBE.

REQUEST TO CHANGE UBE PARTICIPATION AFTER BID OPENING

Project: _____

Name of bidder or contractor: _____

Name and title of representative of bidder or contractor: _____

Address: _____ | Zip Code: _____

Telephone No.: _____ | Fax No.: _____

Email Address: _____

Total amount of original contract, before any change orders or amendments: _____

Total amount of the contract, including all approved change orders and amendments to date, but not counting the changes proposed in this form: _____

Dollar amount of changes proposed in this form: _____

The proposed change *(check one)* ☐ **increases** ☐ **decreases** the dollar amount of the bidder's/contractor's contract with the City.

Does the proposed change decrease the UBE participation? *(check one)* ☐ **yes** ☐ **no**

If the answer is **yes**, complete the following:

BOX A. For the subcontract proposed to be changed (increased, reduced, or eliminated): Name of subcontractor: _____

Goods and services to be provided before the proposed change: _____

_____

Is it proposed to eliminate this subcontract? ☐ yes ☐ no

If the subcontract is to be increased or reduced, describe the nature of the change (*such as adding $5,000 in concrete work and deleting $7,000 in grading):* _____

_____

Dollar amount of this subcontract before this proposed change: _____

Dollar amount of this subcontract after this proposed change: _____

This subcontractor is (check one):

☐ 1. Minority-owned UBE

☐ 2. Women-Owned UBE

☐ 3. Not a UBE

BOX B. Proposed subcontracts other than the subcontract described in Box A above

Name of subcontractor for the new work: _____

Goods and Services to be provided by this proposed subcontractor: _____

Dollar amount proposed of this proposed subcontract: This subcontractor is:

☐ 1. Minority-owned UBE

☐ 2. Women-Owned UBE

☐ 3. Not a UBE

Add additional sheets as necessary.

This form is used only if the conditions described in the instructions are present.

QUESTIONNAIRE ON BIDDER'S GOOD-FAITH EFFORTS

Name of Bidder:

If you find it helpful, feel free to attach pages to explain your answers. **How many pages is your firm attaching to this questionnaire? _____**

(Don't count the 2 pages of this questionnaire.)

If a yes or no answer is not appropriate, please explain the facts. All of the answers to these questions relate only to the time before your firm submitted its bid or proposal to the City. In other words, actions that your firm took after it submitted the bid or proposal to the City cannot be mentioned or used in any answers.

1. **SOLICITING UBEs.**

(a) Did your firm solicit, through all reasonable and available means, the interest of all -UBEs (that is, in the list provided by the City-) in the scopes of work of the contract? ☐**yes** ☐**no**

(b) In such soliciting, did your firm advertise? ☐**yes** ☐**no** Are you attaching copies to this questionnaire, indicating the dates and names of newspaper or other publication for each ad if that information is not already on the ads? ☐**yes** ☐**no**

(c) In such soliciting, did your firm send written (including electronic) notices or letters? Are you attaching one or more sample notices or letters? ☐**yes** ☐**no**

(d) Did your firm attend the pre-bid conference? ☐**yes** ☐**no**

(e) Did your firm provide interested UBEs with timely, adequate information about the plans, specifications, and requirements of the contract? ☐**yes** ☐**no**

(f) Did your firm follow up with UBEs that showed interest? ☐**yes** ☐**no**

(g) With reference to the UBEs that your firm notified of the type of work to be subcontracted -- Did your firm tell them?

(i) the specific work your firm was considering for subcontracting? ☐**yes** ☐**no**

(ii) that their interest in the contract is being solicited? ☐**yes** ☐**no**

(iii) how to obtain and inspect the applicable plans and specifications and descriptions of items to be purchased? ☐**yes** ☐**no**

2. **BREAKING DOWN THE WORK.**

(a) Did your firm select portions of the work to be performed by UBEs in order to increase the likelihood that the goals would be reached? ☐**yes** ☐**no**

(b) If **yes**, please describe the portions selected. **ANSWER:**

NEGOTIATION. In your answers to 3, you may omit information regarding UBEs for which you are providing

Form E-105.

(a) What are the names, addresses, and telephone numbers of UBEs that you contacted? **ANSWER:**
.
(b) Describe the information that you provided to the UBEs regarding the plans and specifications for the work
selected for potential subcontracting. **ANSWER:**

(c) Why could your firm not reach agreements with the UBEs that your firm made contact with? Be specific.
ANSWER:

3. ASSISTANCE TO UBEs ON BONDING, CREDIT, AND INSURANCE.

(a) Did your firm or the City require any subcontractors to have bonds, lines of credit, or insurance?
☐**yes** ☐**no** (Note: In most projects, the City has no such requirement for *subcontractors*.)

(b) If the answer to (a) is **yes**, did your firm make efforts to assist UBEs to obtain bonds, lines of credit, or insurance? ☐**yes** ☐**no** If **yes**, describe your firm's efforts:. **ANSWER:**

(c) Did your firm provide alternatives to bonding or insurance for potential subcontractors? ☐**yes** ☐**no**
If **yes**, describe. **ANSWER:**

4. GOODS AND SERVICES. What efforts did your firm make to help interested UBEs to obtain goods or services
relevant to the proposed subcontracting work? **ANSWER:**

5. USING OTHER SERVICES.
(a) Did your firm use the services of the City to help solicit UBEs for the work? ☐**yes** ☐**no** Please explain. **ANSWER:**

(b) Did your firm use the services of available minority/women community organizations, minority and women contractors' groups, government-sponsored minority/women business assistance agencies, and other appropriate organizations to help solicit UBEs for the work? ☐**yes** ☐**no** Please explain.
ANSWER:

Appendix C (Model Services Contract)]

CONTRACT FOR [*descriptive title to be inserted**]

This contract is dated, made, and entered into as of the _____ day of _____, 20_____, by the City of Durham ("City"), a N. C. municipal corporation, and [*name of firm*] ("Contractor"), [*Indicate type of entity, for instance:*

a corporation organized and existing under the laws of [name of State];

a limited liability company organized and existing under the laws of [name of State];

a professional corporation organized and existing under the laws of [name of State];

a professional association organized and existing under the laws of [name of State];

a limited partnership organized and existing under the laws of [name of State];

a sole proprietorship;

or a general partnership

If it's a corporation, LLC, or limited partnership, use the above "organized and existing" language, and do not substitute news about the contractor's principal office or place of business.].

Sec. 1. Background and Purpose. [*Several sentences are usually enough. Don't put sentences here if you want to be able to enforce them. You have all the other sections of the contract for enforceable sentences.**]

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor's. The Contractor shall [*state the services to be provided and the schedule for those services.**]. In this contract, "Work" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Reserved.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor's Billings to City. Compensation. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City**:** such information as may be reasonably requested by the City. [*City staff - Add any special requirements or detail needed in the invoices.***] Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall pay the Contractor for the Work as follows: [*City staff - Describe the timing of payments, how amounts are calculated, etc. List the kinds of expenses, if any, that the City will reimburse.***]. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. [*If applicable, you can add a sentence to this effect*:* The total dollar amount to be paid under this contract by the City to the Contractor shall not exceed $*(insert amount)*.]

Sec. 6. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment

from the City under this contract, the Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled "Prompt Payment to Subcontractors," he or she will be referred to as the "Project Manager") determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

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

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

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled "Prompt Payment to Subcontractors") shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

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

Sec. 7. Insurance. [*City staff –to be filled in. Consult Risk Management.**]

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule required by this contract, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section

Sec. 9. Exhibits. The following exhibits are made a part of this contract: [*If none, write "None." Try to put your requirements, etc. into Section 2 and Section 3 of this contract, or in other appropriate places in this contract, instead of in exhibits. Unless what you want to say is really long, don't use an exhibit. It's easier to keep track of text that is in the middle of the contract and even makes it easier to number the pages. Heavy use of exhibits probably goes back to pre-computer days, when it was hard to cut and paste.**]

Exhibit A [*Insert title of exhibit]* containing [*insert number*] page(s).

Exhibit B [*Insert title of exhibit*] containing [*insert number*] page(s).

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 10. Notice. (a) This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and extension or renewal of the term. All such notices shall be given by personal delivery, fax, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:

[*Insert name and department**]

City of Durham

101 City Hall Plaza

Durham, NC 27701-3329

The fax number is (919) [*Insert fax number.**]

Email: [*Insert email address.**]

To the Contractor:

[*Insert name and address*]

The fax number is _____.

Email:

(b) Change of Address. Date Notice Deemed Given. A change of address, email address, fax number, or person to receive notices under subsection (a) shall be made by notice given pursuant to subsection (a). All notices and other communications related to or under this contract shall be deemed given and sent at the time of actual delivery, if personally delivered or sent by fax, personal delivery, UPS, Federal Express, or a designated delivery service. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection “a,” the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections “a” above and “c” below -- “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within “Charges” are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). “Indemnitees” means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be

construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 12. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word "candidate" in the RFP section just cited shall mean the "Contractor."

Sec. 13. Termination for Convenience ("TFC"). (a) *Procedure.* Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment*. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 14. State Law Provisions.

(a) E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

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

Sec. 15. Miscellaneous

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County,

North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

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

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

(h) EBOP. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(i) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and

not any other person.

(j) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(k) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(*l*) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST: CITY OF DURHAM

_____ By:_____

preaudit certificate, if applicable _____