



## **Request for Proposals (RFP)**

### **For Comprehensive Planning Services**

### **RFP - 20206**

**Overview:** The Town of Carrboro (the “Town”) is inviting interested and qualified respondents to submit proposals for planning services for the implementation of a town-wide comprehensive planning process. Firms must have extensive experience in the development of comprehensive plans with multiple chapters or elements, and robust public engagement. Firms shall have experience successfully working in North Carolina and with communities of a similar geographic size to the Town of Carrboro and with a progressive, well-educated and engaged citizenry. Proposals should include recommendations to address issues associated with climate change and resiliency as well as equity in the development of the plan, in the plan itself and in its benchmarking measures.

A detailed description of the services solicited in this Request for Proposals (RFP) is outlined in the attached scope of services. The role of the selected firm will be to work with the Carrboro community and the Town, particularly the Town of Carrboro Planning Department, to guide the development of a new Comprehensive Plan and 20-year land use vision. Specifically, the contractor(s) will manage and facilitate an inclusive, equitable, and diverse public engagement process from start to finish, including utilization of both traditional and innovative outreach methods and working with existing community organizations and resources. The contractor(s) may as needed advise the Town on other related project matters.

**Proposals must be received in the office of the Town of Carrboro Finance Director, 301 West Main Street, Carrboro NC, 27510 no later than 3:00 PM EST on Monday, December 23, 2019.**

Instructions for submitting proposals may be obtained from the Town’s website: <http://www.townofcarrboro.org/967/Bid-Opportunities>. Any questions regarding these documents should be addressed to Patricia J. McGuire, Planning Director at [pmcguire@townofcarrboro.org](mailto:pmcguire@townofcarrboro.org) or 919-918-7327.

The Town of Carrboro reserves the right to reject any and all proposals.

## Scope of Services

### Project Purpose

The goal of this project is to inspire extensive and active community involvement in a process that, while recognizing both harmony and discord, will result in a meaningful product that expresses and establishes a framework for achieving the community's vision, expectations and guidance for growth and development/redevelopment, and town services. Plan policies will address land use regulations and decisions, which serve as the foundation for economic development/fiscal stability, as well as the Town's ability to provide direct services and support other initiatives. A planning horizon of 20 years is anticipated, with regular reviews of progress and continued relevance/update every five years. This comprehensive planning process is intended as a framework for the incorporation of regular goal-setting, and project identification and evaluation into the process of work planning and budget prioritization.

### Introduction

Located in the Piedmont region of North Carolina, Carrboro has a rich history, with a wealth of natural flora and fauna developing from the weathered, ancient mountain range underlying the present-day rolling hills and forests. For at least 12,000 years before Europeans moved into the area, American Indians flourished in the rich virgin hardwood forests of the area now-called Orange County. By 1701 when John Lawson passed through, he was hosted in a stockade village called Occaneechi Town (within the now Town of Hillsborough) whose Siouan inhabitants had been displaced by Europeans spreading south and west from coastal Virginia settlements. Orange County was established in 1752, signaling that the colonial government found a sufficient number of European settlers present to do so.

A community at the center of what is now Carrboro was first settled in 1882 around a University of North Carolina railroad spur. It was originally known as West End, due to its geographic location directly west of Chapel Hill. In 1911, the town was incorporated under the name Venable, for chemistry professor and University of North Carolina president Francis Preston Venable. It wasn't until 1913 that the town made its final name change in honor of Julian Shakespeare Carr, owner of the local textile mill, after Carr expanded the mill and provided electricity to the community.

For the first fifty years after its incorporation, Carrboro remained a small mill town with a slow, steady pace of growth. In 1960, approximately 2,000 people resided in Town. In the late 1960s the town's population began to increase stemming from the growth occurring at UNC-Chapel Hill and area businesses.

Also during the late 1960s, Carrboro began to become more progressive in its thinking. The development of housing in the latter part of the decade coincided with expansion at UNC-Chapel Hill. Today the town has a reputation as one of the most progressive communities in the South. Growth has continued through the 1980s, 90s, and 2000s. This has resulted in the creation of a

vibrant and diverse community. Carrboro Farmer's Market and numerous venues and events call Carrboro their homes, including two that host national music acts (the ArtsCenter and Cat's Cradle), and annual arts and cultural festivals such as the Carrboro Music Festival, WestEnd Poetry Festival and the Carrboro Film Festival. Carrboro was the first municipality in North Carolina to elect an openly gay Mayor in 1995, and was also the first in the state to grant domestic-partner benefits to same-sex couples. In 2003, the Board of County Commissioners named the new park and educational facility in Carrboro's Transition Area Twin Creeks/Moniese Nomp Park. "Moniese Nomp" is Tutelo-Saponi for Twin Creeks, to honor the Occaneechi Native Americans who lived in this area before European settlement. It is pronounced *mo-nee-ay-say-nom-p*.

A Truth Plaque Task Force was established in 2018 to gather input for the possible installation of a "truth plaque" that would detail the ugly truth of the racist history of Julian Carr, the Town's namesake. The Town joined the Government Alliance on Race and Equity (GARE) in November 2018 as a focus of its efforts to advance equity in the Town's governance structure. The first Truth Plaque was approved on February 5, 2019 and installed on April 16, 2019, reading as follows:

*Carrboro's roots began in the late 19th century when a branch of the North Carolina Railroad extended south to the edge of Chapel Hill, and the first local textile mill opened nearby. Informally known as West End and Lloydville, the community incorporated as a town named Venable in 1911. Two years later, the state legislature renamed the town Carrboro at the request of Julian S. Carr, a post-Civil War business leader. He was also an active and influential participant in Jim Crow era efforts to create a system of racial segregation. Although the town continues to bear his name, the values and actions of Carr do not represent Carrboro today.*

*In the 1970s a group of Carrboro residents joined together to change the town's power structure and advocate for a community that fully included all residents. Thanks to their commitment, today Carrboro honors its working-class roots while reaching toward the goals of social equity, environmental harmony, and fiscal responsibility.*

Today, over 20,000 people are able to call Carrboro home. Recent years have seen development of a new hotel and downtown apartments, and planning for the Orange County Southern Branch Library.

More information about the Town is available at <http://www.townofcarrboro.org/860/ABOUT-CARRBORO>, a page on the Town website where results of the most recent citizen survey, links to US Census demographic data and other resources are available.

## **Overview of planning process**

To date, comprehensive planning in Carrboro has been completed though primarily land use planning, capital improvement planning, and annual budgeting. Focused planning efforts have also been undertaken for Affordable Housing, Climate Action, Economic Sustainability, Recreation and Parks, Economic Development, Bicycle Transportation, Greenways, Stormwater Management, Safe Routes to Schools, Downtown Parking, Emergency Operations, and in conjunction with other entities, Hazard Mitigation. This planning process is envisioned as one that will include technical

updates to existing conditions and projections of future conditions so as to inform policy choices. Existing planning documents adopted within five years of the comprehensive planning process can be incorporated directly into the comprehensive plan; ones completed earlier are to be updated and incorporated. Ongoing work related to the implementation of adopted plans (e.g. Economic Sustainability Plan and Community Climate Action Plan) is not to be suspended, but is expected to be incorporated and evaluated during this planning process, as is beneficial to the community. The Government Alliance on Race and Equity (GARE) strategies for advancing racial equity and transforming government are considered foundational to this effort. The process will seek to utilize best practices identified by GARE communities and other leaders in these efforts. A policy linkage map that makes clear the interrelationships between town, county, regional, and state plans and policies is to be prepared. Consultant services are anticipated for technical planning assistance including primary responsibility for preparation of most of the comprehensive plan elements. Support is also anticipated in the identification of implementation and measurement components, public outreach and engagement, and interaction with community organizations, officials, a comprehensive plan stakeholder's board, and staff. A comprehensive plan task force structure, with the Planning Board chair and vice chairs serving as lead on the overall effort, is envisioned.

### Expected project phases

- Phase I – Project preparation (4-6 months; August 2019 launch)
  - Plan proposal (scope, elements, background)
  - Steering/advisory structure
  - Staff resources/assignments
  - Consultant selection
- Phase II – Plan development (12 months; March 2020-March 2021)
  - Public outreach/engagement
  - Visioning, issues, values
  - Plan/policy review and development
  - Public review
  - Plan drafting and revisions
- Phase III- Plan recommendation/adoption (4-5 months; April – September 2021)
  - Comprehensive plan components and matrix integrating new and existing
  - Implementation/strategic plan and update schedule
  - Public review
  - Advisory board review
  - Board of Aldermen review

### Major themes

- Climate Action/Extreme Weather Preparedness Mitigation Mitigation and Resilience/Climate Emergency
- Race and Equity

- Economic/Fiscal Sustainability (evaluating costs and benefits of policies/plans)
- Decline in Affordability for Commercial and Residential Uses
- Decreases income inequality and erosion of the middle class

## Plan principles

1. Creativity – process and products are rooted in accessible vision and execution, rather than mechanical completion of identified steps.
2. Inclusivity - incorporates needs and opinions of the population, especially those that may have been underrepresented in past planning processes.
3. Community – rooted in the interests of people that live, learn, earn, and play in Carrboro.
4. Consensus – relies on an agreed-upon vision and associated values.
5. Clarity – the process and the plan and its impacts are open and clear.
6. Accountable- all parties recognize their roles and responsibilities and commit to doing their best in the preparation and implementation of the plan. A system for assessing progress and redirecting/reprioritizing plan strategies will be key.
7. Accessibility – written and presented in ways that make the plan a clear, useful, and interesting roadmap for Carrboro’s future.
8. Strategic – action-oriented, the plan will focus on steps and measures to achieve its goals and values.
9. Systems-based – plans formulated with the explicit recognition of the complexities of climate and social conditions and the interconnectedness of governmental responsibilities and functions are necessary, appropriate, and effective in prioritizing and effectuating action.

## Geographic scope

The Town’s entire jurisdiction – Municipal limits, extra-territorial jurisdiction, and Transition Areas/joint planning jurisdiction – will be the focus of this planning effort.

## Recent questions/key trends

Infrastructure needs in relation to changing climate conditions

Addressing the climate emergency

Downtown development/redevelopment and revitalization

Redevelopment opportunities, especially Jones Ferry Road and NC Hwy 54 development corridors/nodes

Transit-oriented development opportunities

Street connectivity and completeness (e.g. facilities for all modes and appropriate speeds)

Public engagement and participation/demographic trends

Historic Preservation – residential and commercial areas

Temporary and accessory housing (e.g. short-term rentals, accessory dwelling units)

Reducing vehicle miles travelled through land use decisions.

## Community Engagement

Recent experience and feedback from the community survey makes it clear that in order to maximize participation by community members, a variety of engagement strategies are needed, with those listed below expected:

- Focus groups with civic/community/religious/neighborhood groups
- Community information sessions (e.g. digging into the plan details)
- Town events (e.g. Carrboro Day, July 4th, Farmers' Markets)
- Community events and meetings (e.g., Holiday Parade, Carrboro Business Alliance)
- Citizens Academy
- Web-based portal for education and input
- Social media campaign
- Coffee hours/face-to-face conversations
- Public meetings and hearings

The Town is committed to reaching new and traditionally underserved audiences and to engaging the community in creative and thought-provoking new ways. As was done with the recent public outreach for the 203 Project, the Town seeks to use data and analytics, as well as the observed experiences of community members, to structure community engagement to be responsive to the documented behavioral preferences of community groups and not just stated preferences.

While there are many in Carrboro who are actively engaged, there are some voices that are not regularly represented in public outreach. The selected consultant will be expected to develop an outreach and engagement proposal that, based upon expertise and prior work experience, as well as research and knowledge of Carrboro, will prioritize and achieve diversity and equity.

## Comprehensive Plan Task Force Structure (28 total)

Representative staff from each Town Department (9 in total) is expected as support to this planning and policy initiative and are not included in the total number for members of the task force. Staff from neighboring local governments (varying departments, based on subject matter) and institutions (e.g. Orange County, Town of Chapel Hill, UNC-Chapel Hill, Hillsborough, CHCCS, OWASA) would also be invited to participate and serve as resources to this effort.

1. Planning Board (Chair, vice-chairs and up to 2 other members – up to 5 total)
2. Economic Sustainability Commission (2 members)
3. Transportation Advisory Board (1 member)
4. Recreation and Parks Commission (1 member)
5. Affordable Housing Advisory Commission (1 member)
6. Appearance Commission (1 member)
7. Environmental Advisory Board (1 member)
8. Northern Transition Area Advisory Committee (1 member)
9. Greenways Commission (1 member)
10. Stormwater Advisory Commission (1 member)
11. Arts Commission (1 member)
12. Human Services Advisory Commission (1 member)
13. Youth Advisory Board (1 members)

14. Carrboro Business Alliance (2 members)
15. Possible additional advisory board members (up to 2 if Planning Board is limited to 3)
16. At-large, community members (up to 8 members)

## Plan Components

The descriptions below are not expected to preclude a different organization in the final product, especially related to systems analysis and prioritization/fiscal capacity to be developed in the planning process. The final recommended plan document shall address, and may include, the following components:

<b>Component</b>	<b>New/Update</b>	<b>Lead Staff/author(s)</b>
Executive Summary	New- highlights of overall plan with summary of vision, goals, and elements	Consultant, staff (Planning)
Who, What, How and Why of the Comprehensive Plan	Description of the background, process, data, and decisions that lead to the final plan.	Consultant, staff (Planning)
Framing Element – Major Topics	New – Description of the major topics that form the basis for community goals, strategies, budgetary decision-making, including equity, cost-benefit analysis, sustainability, and operations	Consultant, Departmental staff involved with plan development (expected to be all)
Action Element	New – Plan strategies in a go-to format, with operational and fiscal performance measures, including time frames and prioritization	Consultant, Departmental staff involved with plan development (expected to be all)
Land Use and Design	Assessment and recommended updates to Land Use Ordinance and Vision 2020, Small Area Plan for Carrboro’s Northern Study Area	Consultant, staff (Planning with assistance from Public Works, Fire, Police, Recreation and Parks)
Economic Sustainability	Update of 2017 ESP	Staff (Economic and Community Development), ESC
Housing Affordability	Component of Land Use and Design assessment; Update of 2015 Affordable Housing Goals and Strategies; Accessory and short-term housing	Consultant, staff (Planning, Manager’s Office)
Recreation, Parks, and Open Space; Arts and Culture	Update of 2004 Comprehensive Recreation and Parks Master Plan so as to ensure eligibility for grant	Consultant, staff (Recreation and Parks, Planning, Economic and Community Development)

Component	New/Update	Lead Staff/author(s)
	funding; assessment and update of relevant Carrboro Vision2020 policies. Update and inclusion of Physical Activity and/or Healthy Community planning perspective.	
Infrastructure		
-Transportation	Integration of recently updated Bicycle Plan, update of Greenways Plans, Sidewalk Policy, and Residential Traffic Management Plan. Recognition of interrelationships with Chapel Hill (including Chapel Hill Transit, Orange County, Go Triangle, and DCHC MPO/Comprehensive and Metropolitan Transportation Plans. Incorporation of street conditions analysis, repaving schedules, Powell Bill funds	Consultant, staff (Planning, Public Works)
-Water and Wastewater	Recognition of interrelationship with OWASA, Climate Action Plan/GHG reductions associated with water conservation.	Consultant, staff (Planning)
-Energy (electricity, natural gas, solar)	Energy supply, with info on local and non-local sources, quantities and climate impacts	Consultant, energy providers, staff (Planning)
-Conduit, fiber optic, wireless	Anticipate inclusion of pending Fiber optic Plan and incorporation info policy matrix and action element	Consultant, (Planning, Information Technology)
Environmental Systems and Resilience, including Stormwater Management	Expansion on 1999 Northern Study Area Plan and miscellaneous studies and reports	Consultant, staff (Planning, Public Works)
Human Capital, Engagement and Governance	New Communications Plan (build on Citizens' Bill of Rights), Human Services, Technology, and Innovation	Consultant, staff (Human Resources, Finance Department, Manager's Office, Economic and Community Development, Information Technology)
Public Services	New chapter on fire, police, public works services, publicly owned buildings, accessibility, public safety, future needs (interrelatedness to	Consultant, Noted departments staff

Component	New/Update	Lead Staff/author(s)
	Capital Improvement Programming, Strategic Energy and Climate Action, specifically Solid Waste initiatives, waste reduction, fuel usage, building renovations and retrofits); incorporation of Eno-Haw Hazard Mitigation Plan, Town Emergency Operations Plan, and possible Continuity of Operations Plan	

### Detailed Consultant Services Anticipated for Completion of this Effort

The actions described below are not expected to preclude a different order or approach to plan development, especially in relation to utilizing a systems approach and in recognition of the Town’s methods of prioritizing and fiscal capacity. The intent of this detailed list is to emphasize the Town’s interest in a thorough process that will be successful at engaging the entirety of the community.

1. Initial meeting with the staff to review and refine the project scope and schedule, as well as schedule initial meetings and begin the process of data compilation. Consideration of the schedule presented in ‘Expected Project Milestones’ above. The applicant may also suggest alternative phasing or a different procedural approach based upon their experience
2. Develop with staff a plan of action for information that is to be compiled, data that needs to be collected and methods for future plan iterations. Once completed, consultant will obtain and review existing plans, maps and other documents relevant to the project. Work with Town communications staff to either develop new social media accounts or utilize existing accounts for promotion and engagement;
3. Meet with the Comprehensive Plan Task Force for regular updates.
4. Conduct meetings with key elected officials and stakeholders. The purpose of these meetings will be to obtain input and guidance as it relates to the process to obtain opinions on the future of the Town from a wide cross-section of individuals and to complete a consensus building process on this future and the Town’s goals in all areas of growth and development and the provision of services.
5. Conduct periodic review meetings with staff on process.
6. Plan and coordinate extensive and diverse public participation process program, including, but not limited to: public meetings, drop-in meetings, pop-up engagement in a variety of locations, surveys, directed engagement with community groups, HOAs, informational brochures, website materials, and other outreach mechanisms. Prepare summaries of each.
7. Work with staff on elements of a robust outreach campaign that includes traditional print and broadcast communication as well as social media and digital communication. It is expected that materials should be written in both English and Spanish. The ability to obtain or provide translation services in other languages, include Burmese and Karen, is

also of strong interest. Outreach and input collection materials to be considered include, but are not limited to, project branding, posters, flyers, worksheets and similar, traditional and on-line surveys and other innovative methods, and an interactive website that is user-friendly and engaging and is maintained with relevant information and materials throughout the planning process;

8. Conduct public meetings, workshops, interviews, roundtable discussions, and topic-specific focus groups as necessary.
9. Create material for the public meetings and media venues to inform and educate the public on the plan components.
10. Staff is expected to be responsible for the production of the bulk of the GIS maps and materials; however, the selected consultant may be required to provide supporting information or assistance.
11. Develop goals, objectives, implementation strategies, as well as benchmarks to measure implementation progress
12. Analyze the consistency of current ordinances and policies in relationship to the goals and objectives developed through this process and create an implementation program.
13. Draft elements, including written and graphic materials, are to be completed and submitted to the Town for review, comment, and approval individually based upon a schedule developed at the beginning of the planning process.
14. Make periodic reports to the Task Force, the Board of Aldermen and other groups (e.g. advisory boards).
15. Work with the town to determine the final product(s) that best fit the interests and needs of Carrboro.
16. Prepare a "Public Draft" of the identified final products and present drafts to the community.
17. Prepare a "Final Draft" of the identified final products and make a final presentation at a public hearing and all associated meetings to secure adoption of the Plan.

The scope of work proposal should specify the volume, timing, general approach, and duration of all proposed actions in a phased schedule of work. The consultant is also strongly encouraged to suggest other ideas, items, structure, or partnerships that could be of value to the Carrboro community.

## **Format of proposals**

### **Sections and required contents**

1. Cover letter
  - a. Reference to the "Request for Proposals for Comprehensive Planning Services"
  - b. Listing of all firms on the project team
  - c. Conflict of interest statement

The cover letter should include the candidate's name and address, including all methods of contact such as mailing address, phone number, and email. It should also provide a summary of the proposal, as well as highlight the applicant's general philosophy and approach to

the project. The cover letter should also state that the firm will be able to utilize the standard contract or identify sections that the firm objects to and its proposed remedy; and the firm will comply with all insurance requirements specified in attachment A.

2. The firm or firms' experience, knowledge, familiarity, and past performance with the desired services
  - a. The firm's understanding of the project, the tasks, and the Town of Carrboro in general
  - b. The proposed project staff's experience, expertise, and availability
  - c. Resumes of each project team member expected to work on the project, with the resume of the project manager designated as such. The applicant should also summarize, as a percentage of total work to be completed under the contract, the respective contributions of each team member and their current and projected workloads and availability for this project
  - d. Status of firm as a MWBE or HUB and firm's experience with using diverse subcontractors, including Historically Underutilized Businesses in any projects. Describe methods of recruitment and some recent/current projects where they have been involved.
3. Project approach
  - a. Project management strategy
  - b. Consultant staff roles, if applicable
  - c. Proposed methodology for specific tasks
4. A one-page description for the Carrboro community as to why the consultant team feels their experience and expertise best prepares them to undertake this work.
5. Cost proposal sheet
6. Contact information for three references for similar projects

Proposers are welcome to include qualified sub consultants in their proposals.

## Submittal of proposals

### How to submit proposals

Proposals may be submitted by USPS mail or other delivery service. Respondents may also bring proposals to Carrboro Town Hall at the address listed in this section. Electronic copies may be submitted via email along with hard copies.

**Nine (9) paper copies of proposals** shall be sent or delivered to Carrboro Town Hall and arrive by the deadline. The proposal name and number should be listed in the lower left corner of the envelope.

If using USPS mail or another shipping/delivery service, **please use the following address:**

Arche L. McAdoo, Finance Director  
Town of Carrboro

301 W. Main St.  
Carrboro, NC 27510  
[AMcAdoo@townofcarrboro.org](mailto:AMcAdoo@townofcarrboro.org)

Proposals submitted after **3:00 p.m. EST on Monday, December 23, 2019** may not be considered for evaluation.

## Questions

**Substantial questions** are requests for information about the RFP that, if answered individually, may provide an unfair advantage for a potential proposer.

**Unsubstantial questions** are requests for information that, if answered individually, do not provide an unfair advantage for a potential proposer. They include requests for logistical details for submitting proposals.

Town staff will determine whether a question is substantial or unsubstantial. Responses to all substantial questions may result in the issuance of addenda to the RFP (see Addenda section below).

All questions are to be submitted in writing and reference the specific section (s) in the RFP. Questions are to be sent to:  
Patricia McGuire via email at [pmcguire@townofcarrboro.org](mailto:pmcguire@townofcarrboro.org) , or via mail at 301 W. Main St., Carrboro, NC 27510.

Questions submitted after **3:00 p.m. EST on Monday December 16, 2019** will not be considered for evaluation.

The Town reserves the right to address substantial questions via a published addendum to this RFP. This includes publishing the question verbatim or paraphrased (information about the person submitting the question, or their firm, will not be published.) See the Addenda section for more information.

## Addenda

After it is released, the Town may revise the RFP with one or more addenda. All addenda will be posted at the following page: <http://www.townofcarrboro.org/967/Bid-Opportunities>, to ensure all potential proposers have equal access to the information.

**Proposals must include statements acknowledging that the proposer has read and understands all addenda. Proposers are responsible for checking the website for addenda.**

All addenda will be posted by **3:00 p.m. EST on Thursday, December 19, 2019** to assist in providing certainty for proposers as proposals are completed, with the following exception. If, after the aforementioned time, an addendum is deemed necessary to address an issue that substantially affects the ability of consulting teams to submit proposals, the deadline for

submitting proposals may be extended, and therefore the deadline for additional addenda would be extended.

## Evaluation

### Evaluation criteria

The evaluation criteria will be used to guide selection of the top two firms for interviews.

- 1. Understanding of the Project—25%**
  - a. How well has the candidate demonstrated a thorough understanding of the purpose and scope of the project?
  - b. How well has the candidate identified issues and potential problems related to the project?
  - c. How well has the candidate demonstrated that it understands the deliverables the Town expects it to provide?
  - d. How well has the candidate demonstrated that it understands the unique character and needs of Carrboro?
- 2. Methodology used for the project—10%**
  - a. How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
  - b. How well does the methodology match and contribute to completing the tasks set out in the RFP?
  - c. How well does the methodology interface with the schedule in the RFP?
- 3. Management plan for the project—10%**
  - a. How well does the management plan support all of the project requirements and logically lead to the deliverables required by the RFP?
  - b. How well is accountability completely and clearly defined?
  - c. Is the organization of the project team clear?
  - d. How well does the management plan illustrate the lines of authority and communication?
  - e. Does it appear that the candidate can meet the schedule set out in the RFP?
  - f. Has the candidate gone beyond the minimum tasks necessary to meet the objectives of the RFP?
  - g. Is the proposal practical, feasible and within budget?
- 4. Experience and qualification—35%**
  - a. Do the individuals assigned to the project have experience on similar projects?
  - b. Do the individuals assigned to the project have experience with the specific tasks outlined in the RFP?
  - c. Are resumes complete and do they demonstrate backgrounds that are desirable for individuals engaged in the work the project requires?
  - d. How well has the candidate demonstrated experience in completing similar projects on time and within budget?
  - e. How successful is the general history of the candidate regarding timely and successful completion of projects?

- f. Has the candidate provided letters of reference from clients?
- g. How reasonable are the candidate's cost estimates?
- h. If subcontractors will perform work on the contract, how well do they measure up to the evaluation used for the candidate?

**5. Contract cost—20%**

Candidates will be evaluated on whether the proposed cost is reasonable in relation to the strategy and methodology proposed.

## Evaluation and Interviews

Proposals from consulting teams will be evaluated by a Town staff panel according to the criteria and weights listed below. The evaluation will yield a list of the top two proposals. The firms and proposals may be interviewed and a decision made following the interviews.

**The top two firms may be required to present their proposals to the Town's Board of Aldermen at a regular public Board meeting.**

## Additional information

### Disclaimer

This RFP does not form or constitute a contract with any responder. The Town of Carrboro shall not be liable for any loss, expense, damage or claim arising out of the advice given or not given or statements made or omitted to be made in connection with this RFP. The Town will not be responsible for any expenses which may be incurred in the preparation of a response to this RFP. Any cost incurred by respondents in preparing or submitting a proposal for the project shall be the respondents' sole responsibility.

Ownership of all data, materials and documentation originated and prepared for the Town of Carrboro pursuant to a contract resulting from a proposal submitted for this RFP shall belong exclusively to the Town and be subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted shall not be subject to public disclosure under the Freedom of Information Act; however, the respondent must invoke the protections of the appropriate section of the Code of North Carolina, in writing, either before or at the time the data or other materials are submitted to the Town of Carrboro and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire document, line item prices and/or total costs as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

The Town of Carrboro reserves the right to reject any or all proposals received or to request additional information as may be needed to clarify or determine qualifications.

## Appendix A. NON-FEDERAL FUNDS STANDARD SERVICE CONTRACT



**NORTH CAROLINA  
TOWN OF CARRBORO**

### **SERVICE CONTRACT**

**THIS CONTRACT** is made, and entered into by and between the **TOWN of CARRBORO**, a political subdivision of the State of North Carolina, (hereinafter referred to as "**TOWN**"), party of the first part and \_\_\_\_\_, (hereinafter referred to as "**CONTRACTOR**"), party of the second part.

#### **1. SERVICES TO BE PROVIDED**

**CONTRACTOR** hereby agrees to provide services and/or materials under this contract (hereinafter referred to collectively as "**SERVICES**") for \_\_\_\_\_ {Insert Name of Project} \_\_\_\_\_ pursuant to the provisions and specifications identified in "Attachment 1".

#### **2. TERM OF CONTRACT**

The term of this **CONTRACT** for services and supplies is from \_\_\_\_\_ to \_\_\_\_\_.

#### **3. PAYMENT TO CONTRACTOR**

**CONTRACTOR** shall receive from **TOWN** an amount not to exceed \$XXXXXX. Unless otherwise specified, **CONTRACTOR** shall submit a monthly itemized invoice to \_\_\_\_\_ at the \_\_\_\_\_ Department of the Town of Carrboro, NC 27510. Payment will be processed within 30 days upon receipt and approval of the invoice by **TOWN**. (Note: For contracts of short duration, e.g. less than 3 months, monthly invoices should be avoided, and only provide for payment after satisfactory completion of the project.)

#### **4. INDEPENDENT CONTRACTOR**

**TOWN** and **CONTRACTOR** agree that **CONTRACTOR** is an independent contractor and shall not represent itself as an agent or employee of **TOWN** for any purpose in the performance of **CONTRACTOR'S** duties under this contract. Accordingly, **CONTRACTOR** shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of **CONTRACTOR'S** activities in accordance with this contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

**CONTRACTOR**, as an independent contractor, shall perform said services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

## 5. INSURANCE AND INDEMNITY

To the fullest extent permitted by laws and regulations, the **CONTRACTOR** shall indemnify and hold harmless the **TOWN** and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the **CONTRACTOR** or its officials, employees, or contractors under this Contract or under the contracts entered into by the **CONTRACTOR** in connection with this Contract. This indemnification shall survive the termination of this agreement.

In addition, **CONTRACTOR** shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. **CONTRACTOR** shall supply **TOWN** with certification of insurance for workers' compensation coverage with North Carolina statutory limits.

**CONTRACTOR** shall maintain, at its expense, the following minimum insurance coverage:

General Liability with Combined Single Limit Bodily Injury and Property Damage not less than \$1,000,000 and Products and Completed Operations Liability not less than \$1,000,000.

**CONTRACTOR** agrees to furnish **TOWN** a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to **TOWN** verifying the existence of any insurance coverage required by **TOWN**. The certificate will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage.

## 6. HEALTH AND SAFETY

**CONTRACTOR** shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this contract.

## 7. NON-DISCRIMINATION IN EMPLOYMENT

**CONTRACTOR** shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, disability or on the basis of sexual orientation or gender expression/identity. **CONTRACTOR** shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, disability or on the basis of sexual orientation or gender expression/identity. In the event **CONTRACTOR** is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by **TOWN**, and **CONTRACTOR** may be declared ineligible for further **TOWN** contracts.

## 8. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the County of Orange and the State of North Carolina.

## 9. AMENDMENT

This contract may be amended only in writing by mutual agreement by both parties.

## 10. TERMINATION OF AGREEMENT

This contract may be terminated at any time by either party by written notice of a minimum of ninety (90) days.

This contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this agreement, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

## 11. SUCCESSORS AND ASSIGNS

**CONTRACTOR** shall not assign its interest in this contract without the written consent of **TOWN**. **CONTRACTOR** has no authority to enter into contracts on behalf of **TOWN**.

## 12. COMPLIANCE WITH LAWS

**CONTRACTOR** represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

## 13. NOTICES

All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**TOWN OF CARRBORO FINANCE OFFICER  
301 WEST MAIN STREET  
CARRBORO, NORTH CAROLINA, 27510**

## 14. AUDIT RIGHTS

For all services being provided under this contract, **TOWN** shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of said services. Audits shall take place at times and locations mutually agreed upon by both parties, although **CONTRACTOR** must make the materials to be audited available within one (1) week of the request for them.

## 15. TOWN NOT RESPONSIBLE FOR EXPENSES

**TOWN** shall not be liable to **CONTRACTOR** for any expenses paid or incurred by **CONTRACTOR** prior to the commencement date of contract, unless otherwise agreed in writing.

## 16. ENTIRE AGREEMENT

This Agreement and the attached document labeled "Attachment 1" shall constitute the entire understanding between **TOWN** and **CONTRACTOR** and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

**17. HEADINGS.**

The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

**18. E-VERIFY**

The **CONTRACTOR** shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. **CONTRACTOR** shall require subcontractors to comply with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes.

**19. IRAN DIVESTMENT ACT CERTIFICATION**

Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor shall not utilize any subcontractor that is identified on the List.

**20. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL**

Contractor certifies that Contractor has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

The **CONTRACTOR** hereby agrees that each clause of this **CONTRACT** has been read and fully understands the meaning of the same and will comply with all of its terms.

**TOWN OF CARRBORO**

**CONTRACTOR**

\_\_\_\_\_  
**Title:** **Date**

\_\_\_\_\_  
**Title:** **Date**

**ATTEST**

**ATTEST**

\_\_\_\_\_  
**Title:**

\_\_\_\_\_  
**Title:**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_

**Finance Officer**

## Appendix B. Cost Proposal Sheet

**COST PROPOSAL SHEET  
FOR  
PROJECT: Town of Carrboro Comprehensive Planning Services**

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In the table below, please provide an estimated cost for each of the general task categories. Firms will be evaluated on whether the proposed cost is reasonable in relation to the strategy and methodology proposed. Please note that the Town of Carrboro is seeking the Consultant's expertise for the preparation a quality comprehensive plan. If there are tasks that are not listed in the scope that are integral to a plan, please provide them in a second, alternative proposal, and explain why they are critical. The proposal should also include a detailed budget. Once a contract is executed, all invoices from that contractor must include detailed line-item billing, including description of the task completed, amount the task cost, and which project member billed for the task. If the contractor utilizes an hourly billing rate, the amount of hours per team member must be included.

#	DESCRIPTION	COST
1	Public participation	\$
2	Data collection	\$
3	Analysis	\$
4	Presentations	\$
5	Plan development	\$
6	Staff meetings, coordination, contract management	\$
		\$
	<b>Total</b>	<b>\$</b>

The contents of this proposal are known to no one outside the undersigned company.

Company Name:	Contact Person:	Contact #:

Authorized Signee: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_