

Request for Proposals (RFP)

Grounds Management, Landscaping, Snow Removal and Salting of Roadways TZ Osborne and North Buffalo Water Reclamation Facilities

December 20, 2023

1. SUMMARY

- 1.1. Request for Proposals (RFP): The City of Greensboro Water Resources Dept. Water Reclamation Division is soliciting proposals for grounds management, landscaping, snow removal, and salting of roadways services for the T.Z. Osborne & North Buffalo Water Reclamation Facilities.
- 1.2. Introduction and Background: The City of Greensboro Water Resources Water Reclamation Division has 2 Wastewater Treatment Plants City requiring the need for mowing and general landscape maintenance. Locations:

T.Z. Osborne Water Reclamation Facility
2350 Huffine Mill Road, McLeansville, NC 27301

North Buffalo Water Reclamation Facility
2199 White Street, Greensboro, NC 27405

- 1.3. Internet Web Site for More Information: This document may be viewed and downloaded in PDF format from the Water Resources Website under Featured Links at: <http://www.greensboro-nc.gov/water>.
- 1.4. Contract Term: Contractual agreements are anticipated to begin in April 2024 and expire in 36 months.
- 1.5. Best Value and Qualifications-Based Consultant Selection Process: The WRD Professional Service Consultant Selection Process is Best Value and Qualifications-Based. Contracts may be awarded to separate service providers for each facility.
- 1.6. Due Date: Proposals responsive to this request are due to the City no later than 12pm, Wednesday, January 24, 2024.

2. SCOPE OF SERVICES TO BE PROVIDED

- 2.1. Service provider shall include a listing of the type of equipment that it owns or has full access to for the provision of the services.
- 2.2. **Safety**: All personnel is to wear OSHA approved reflective safety vests, safety glasses, hard hats and ear protection at all times while on City property. See attachment titled Contractor Safety Policy for additional safety requirements.
- 2.3. Service provider's services will generally consist of the following:

- a. Mowing (include as a price per service delivered). Service provider shall give a fixed price for:
 - Weekly mowing (cut height of 4”) during normal growing season (March to October).
 - Monthly mowing during non-mowing months November to February.
 - b. Debris removal: this is to include limbs, leaves, grass clippings, trash, etc. on grounds. Grounds are defined grass areas, sidewalks, fence lines, and parking lots. This will be provided with each mowing service.
 - c. Spray vegetation control around all tanks, fences, buildings and parking lots quarterly (selected vendor must maintain NC Pesticide licenses). At least one person with the crew working on the premises must have a North Carolina Pesticide Operator License. Copies of license must be provided and verified with photo ID with your proposal. If the license is not submitted, it will result in rejection of the proposal. The successful contractor will be required to provide City staff updates to licensed crew members semi-annually. Not having the Pesticide Operator License when asked for by City staff will result in termination of the contract.
 - d. Raised bed maintenance and tree/shrub trimming in front and around Administration building. This service will be provided monthly during normal growing season (March to October).
 - e. Perimeter fence mowing of 6 foot outside fence to be cut every three months. (Include as a price per cut).
 - f. Snow removal and salting of roadways (include as a price per service delivered). Service provider shall give a fixed price for:
 - Pre-Salting for inclement weather.
 - Salting and Clearing sidewalks/roadways clearing of 1”-6”.
 - Salting and Clearing of roadways/sidewalks 6+ inches.
- 2.4. The service provider shall generate an invoice on a monthly basis upon the completion of work each month. The Project Manager will review the invoice and send it to the contract specialist for processing.

3. RFP SUBMITTAL REQUIREMENTS

- 3.1. There is a Mandatory RFP Proposal Meeting Scheduled for Wednesday, January 10th, 2023 from 2:00 pm to 3:30 pm.
- 3.2. This RFP is issued by the City of Greensboro Water Resources Division. Any questions concerning this RFP shall be submitted in writing and addressed to the Project Manager, Water Resources, Reclamation division, by mail to the address below or by email to: timothy.dunlap@greensboro-nc.gov. The deadline for questions is January 16th, 2024. All questions will answered by Addenda.
- 3.3. **Please submit one original and two copies, as well as a digital copy (USB drive) of your RFP**, to the City of Greensboro **no later than 12:00 PM, Wednesday, January 24th, 2024** to the attention of:

Timothy Dunlap

**City of Greensboro Water Resources Department
2350 Huffine Mill Rd.
McLeansville, NC 27301**

- 3.4. **RFP Organization**: To facilitate the City's objective review of the RFPs from different service providers, submitting firms are requested to organize their submittal using a standardized format. Each RFP should contain the following:
- a. **Transmittal Letter**: A transmittal/ prepared on the firm's business stationery must accompany the RFP submittal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief, but shall list all items contained within the proposal. The letter must be signed by an individual who is authorized to bind the firm to all statements contained in the Proposal.
 - The transmittal letter must include a statement that you would be prepared to begin providing services should your company be awarded the contract upon approval from the City of Greensboro.
 - The transmittal letter must also include a statement certifying that it will accept the City of Greensboro Standard Terms and Conditions as provided in "Attachment A" of this RFP.
 - b. **Service Provider's Description of Scope of Services**: The Proposal shall include a description in clear and precise terms of the firm's understanding of the scope of work for this project.
 - Include a narrative and description of the proposed services that will be delivered.
 - List, in detail, the full scope of services you intend to provide to achieve a successful completion of this program evaluation.
 - c. **Key Personnel**: Provide information on key personnel that will comprise the team responsible for completing the project.
 - At a minimum please provide the firm/ firm's owner(s) and/or key personnel's experience to provide the full scope of services.
 - If a sub-service provider will be utilized, provide the name of the subservice provider and the management reporting relationships between the firms.
 - Provide 3 references and describe experience with other municipal, commercial, or institutional customers.
 - d. **Minority/Woman Business Enterprise (M/WBE) Policy**: It is the policy of the City of Greensboro to ensure that all businesses, including M/WBEs, are afforded the maximum practical opportunity to participate in the City's purchasing and contracting processes. Therefore, the City will not enter into a contract or be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, Subcontractors or commercial customers on the basis of race, color, religion, national origin, sex, age or on the basis of handicap or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the Relevant Marketplace, which includes the counties of Alamance, Caswell, Chatham,

Davie, Davidson, Durham, Forsyth, Franklin, Granville, Guilford, Hoke, Lee, Montgomery, Moore, Orange, Person, Randolph, Richmond, Rockingham, Rowan, Scotland, Stokes, Surry, Vance, Wake, Warren, Yadkin.

M/WBE Commercial Nondiscrimination Policy: "The undersigned Respondent hereby certifies and agrees that the following information is correct: In preparing its response, the Respondent has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the City's M/WBE Program Plan, Section V. A. 1.; to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the response submitted by the Respondent on this project, and terminate any contract awarded based on the response. As part of its response, the Respondent shall provide to the City a list of all instances within the immediate past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of North Carolina that the Respondent discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the City, the Respondent agrees to comply with the City's Commercial Nondiscrimination Policy as described under its M/WBE Program Plan, Section V. A.1."

Respondents that are certified M/WBE Prime Bidders will be awarded 10 (ten) evaluation points or Respondents that use certified M/WBE firms on their teams will be awarded 5 (five) evaluation points on a sliding scale based upon the level of M/WBE participation it has on the team. A maximum of ten Points may be received for this criteria. The following certified Minority Group Members and/or women: African-American, Hispanic American, Native American, Asian American and non- Minority females are eligible to be counted for M/WBE participation in the contract.

For purposes of certification, the City accepts minority and women owned firms that are certified by the:

- State of North Carolina Department of Administration Historically Underutilized Business Office (HUB)
<https://ncadmin.nc.gov/businesses/hub/hub-certification> or
- NC DOT North Carolina Department of Transportation
<https://connect.ncdot.gov/business/SmallBusiness/Pages/Become%20a%20C>

ertified%20DBE%20Business.aspx and satisfies the City’s eligibility requirements.

If a Respondent subcontracts any portion of the contract to M/WBEs, the information must be reported on Affidavit C1, Subcontractor Utilization Commitment.

If a Respondent would like to perform 100% of the work under a contract with its own workforce, it must submit Affidavit E1, Statement of Intent to Perform Work without Subcontracting.

For questions about the City’s eligibility requirements or the M/WBE Program, contact the M/WBE Office at (336) 373-2674 or via email at mwbegso@greensboro-nc.gov.

4. RFP SUBMITTAL EVALUATION

- 4.1. **Proposal Evaluation:** Submitted proposals will be rated based on responsiveness, technical merits and the ability of firm(s) to provide the required scope of services. This information will be used to determine a final rating for each proposal.
- 4.2. A **Selection Committee** will be utilized to rate each Technical Proposal based on the following criteria:

Points	Selection Criteria
5	Responsiveness to the City’s RFP – Firm provided the required information and/or additional information in its response. (Review Requirements in Section 3).
10	Understanding of the Scope of Services – Firm listed all of the services to be provided from Section 2 of the RFP, and listed fees requested for each
20	Qualifications/Experience of Owner and/or Staff and/or Qualifications of partnering firms & teaming arrangements (10); demonstrated ability to carry out projects on time and within budget (10)
10	Capacity: Experiences with municipal, commercial or institutional buildings in providing similar services as requested in RFP (5); Provide a minimum of 3 references with current contact information (5)
10	Availability and flexibility of service provider
5	Local Preference (5 points): 5 points in the entirety will be awarded to local prime service providers as described in Attachment B. If the service provider meets the requirements for the City’s Local Preference Policy, prime should submit and certify the Local Preference form found in Attachment B.
40	Cost of services rendered

10	Respondents that are certified M/WBE prime bidders will be awarded 10 (ten) evaluation points. Non-MWBE respondents that use a certified M/WBE firm(s) on their team will be awarded 5 (five) evaluation points. Must submit Affidavit C1 or E1, which are included at the end of the RFP.
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4.3. Water Resources Department will choose the proposal which best serve the interests of the Department and City. The City reserves the right to make an award with or without negotiations. Minor irregularities in proposals, which are deemed immaterial or inconsequential in nature, may be waived wherever it is determined to be in the best interest of the City of Greensboro.

4.4. **Rating and Selection Team:** The following individuals will comprise the team responsible for reviewing and rating submitted RFP’s:

- Timothy Dunlap Timothy.Dunlap@greensboro-nc.gov
- Daniel Halterman Daniel.Halterman@greensboro-nc.gov
- Monica Jarrett Monica.Jarrett@greensboro-nc.gov
- Steve Brady steve.brady@greensboro-nc.gov
- Timothy Jackson Timothy.Jackson@greensboro-nc.gov

5. GENERAL PROVISIONS

5.1. **Terms and Conditions of the Contract:** The City will utilize the services contract agreement included herein as “Attachment A.”

5.2. **Modifications and Withdrawals:** Withdrawal of, or modifications to proposals are effective only if written notice thereof is sent to Water Resources prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company and no withdrawal or modifications will be accepted after the time proposals are due.

5.3. **Questions and Inquiries:** Questions and inquiries should be directed in writing to the individual listed on page two. Electronic submission of questions is acceptable. The deadline for questions is January 8th, 2024. A written response to submitted questions, in the form of an Addendum will be provided to all applicants.

5.4. **Proposal Acceptance:** The City of Greensboro reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities; or to negotiate with all responsible proposers, to serve the best interest of the City of Greensboro.

5.5. **Insurance Requirements:** Selected proposers shall maintain General Liability Insurance, Automobile Liability Insurance and Worker’s Compensation Insurance at the levels prescribed in the attached services contract over the term of the contractual service agreement. Selected firm(s) will be required to submit a Certificate of Insurance which specifically names the City of Greensboro as additional insured via an additional insured endorsement.

5.6. **RFP Cancellation:** The City of Greensboro may cancel this RFP, in whole or in part, at any time before the opening of the proposals.

5.7. **Services Rendered:** All work performed under this Contract shall be in compliance with all applicable North Carolina codes, standards and regulations.

5.8. **Contract Period:** The contract period will be from March 2024 and expire in 36

months.

6. **Schedule for the Selection Process:** The following is the anticipated schedule for the service provider selection process.

Item	Date
City of Greensboro issues RFP	12/20/2023
Mandatory Proposal Meeting	1/10/2023
Questions due to City	1/16/2024
Answers to Questions/Addendum	1/18/2024
Completed Proposal due to City	1/24/2024
City Review of Proposals	1/31/2024
City selects most qualified service provider	On or before 2/14/2024
Execute contract with selected service provider	On or before 3/1/2024
Written Notice-To-Proceed (NTP)	On or before 4/1/2024

Price Per Cut Sheet

Pricing:

On attachment 1, for the TZO and North Buffalo Plant provide pricing for Monthly and Annual mowing along with Per-Cut areas mark in **RED** on provided maps. Provide pricing below:

Location	Weekly Fee (March-October)	Monthly Fee (November-February)	Annual Amount
TZ Osborne Plant	\$	\$	\$
North Buffalo Plant	\$	\$	\$

Additional Pricing (Price Per-Service)

Location	Perimeter fence mowing of 6 foot outside fence to be cut every three months. Price Per-Service Marked in Blue
TZ Osborne Plant	\$
North Buffalo Plant	\$
Location	Spray vegetation control around all tanks, fences, buildings and parking lots quarterly. Price Per-Service
TZ Osborne Plant	\$
North Buffalo Plant	\$
Location	Debris removal: this is to include limbs, leaves, grass clippings, trash, etc. on grounds. Grounds are defined grass areas, sidewalks, fence lines, and parking lots. Price Per-Service
TZ Osborne Plant	\$
North Buffalo Plant	\$
Location	Raised bed maintenance and tree/shrub trimming in front and around Administration building. This service provided monthly during normal growing season (March to October). Price Per-Service
TZ Osborne Plant	\$

Salting and Snow Removal Pricing:

The salting and snow removal of sidewalks and roadways below will be included as part of the contract during winter weather events. Sites to be treated as needed during inclement weather as a price pre-service delivered.

Location	Salting and Snow Removal	Price Per Salting/Removal
TZ Osborne Plant	Pre-Salting for inclement weather	\$
TZ Osborne Plant	Salting and Clearing sidewalks/roadways clearing of 1”-6”.	\$
TZ Osborne Plant	Salting and Clearing of roadways/sidewalks 6+ inches.	\$
North Buffalo Plant	Pre-Salting for inclement weather	\$
North Buffalo Plant	Salting and Clearing sidewalks/roadways clearing of 1”-6”.	\$
North Buffalo Plant	Salting and Clearing of roadways/sidewalks 6+ inches.	\$

Checklist for Proposal

	Attendance at Mandatory RFP Proposal Meeting Scheduled for Tuesday, December 19th, 2023 from 1 pm to 2:30 pm. Location: 2350 Huffine Mill Rd., McLeansville, NC 27301
	<p>Prepare Transmittal Letter on the firm's business stationery (must accompany the RFP submittal). The purpose of this letter is to transmit the Proposal; therefore, it should be brief, but shall list all items contained within the proposal. The letter must be signed by an individual who is authorized to bind the firm to all statements contained in the Proposal.</p> <ul style="list-style-type: none"> • The transmittal letter must include a statement that you would be prepared to begin providing services should your company be awarded the contract upon approval from the City of Greensboro. • The transmittal letter must also include a statement certifying that it will accept the City of Greensboro Standard Terms and Conditions as provided in "Attachment A" of this RFP.
	<p>Prepare of Scope of Services: The Proposal shall include a description in clear and precise terms of the firm's understanding of the scope of work for this project.</p> <ul style="list-style-type: none"> • Include a narrative and description of the proposed services that will be delivered. • List, in detail, the full scope of services you intend to provide to achieve a successful completion of this program evaluation. • List all proposed partnering and/or subcontracting arrangements, including reporting hierarchy, entered into to provide the services requested by the City of Greensboro.
	<p>Key Personnel: Provide information on key personnel that will comprise the team responsible for completing the project.</p> <ul style="list-style-type: none"> • At a minimum please provide the firm/ firm's owner(s) and/or key personnel's experience to provide the full scope of services. • If a sub-service provider will be utilized, provide the name of the subservice provider and the management reporting relationships between the firms.
	<p>Experience and References:</p> <ul style="list-style-type: none"> • Describe experiences with municipal, commercial or institutional buildings in providing similar services as requested in RFP • Provide a minimum of 3 references with current contact information
	Describe the firms availability and flexibility to perform work for the City
	State whether the firm should receive Local Preference as described in Attachment B. If the service provider meets the requirements for the City's Local Preference Policy, prime should submit and certify the Local Preference form found in Attachment B.
	Include a listing of the type of equipment that the firm owns or has full access to for the provision of the services.
	<p>Provide a fixed price for:</p> <ul style="list-style-type: none"> • Weekly mowing (cut height of 4") during normal growing season (March to October). • Monthly mowing during non-mowing months November to February. • Annual Amount for each Facility should include 34 weekly Fees and 4 monthly Fees.
	<p>Provide a fixed price for:</p> <ul style="list-style-type: none"> • Debris removal: this is to include limbs, leaves, grass clippings, trash, etc. on grounds. Grounds are defined grass areas, sidewalks, fence lines, and parking lots. This will be provided with each mowing service.
	<p>Provide a fixed price for:</p> <ul style="list-style-type: none"> • Spray vegetation control around all tanks, fences, buildings and parking lots quarterly (selected vendor must maintain NC Pesticide licenses).
	<p>Provide a fixed price for:</p> <ul style="list-style-type: none"> • Raised bed maintenance and tree/shrub trimming in front and around Administration

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TZ Osborne and North Buffalo Water Reclamation Facilities

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	building. This service will be provided monthly during normal growing season (March to October).
	Provide a fixed price for: <ul style="list-style-type: none"> • Perimeter fence mowing of 6 foot outside fence to be cut every three months. (Include as a price per cut).
	Provide a fixed price for Snow removal and salting of roadways (include as a price per service delivered). Service provider shall give a fixed price for: <ul style="list-style-type: none"> • Pre-salting for inclement weather • Salting and Clearing sidewalks/roadways clearing of 1”-6”. • Salting and Clearing of roadways/sidewalks 6+ inches.
	State whether the firm qualifies as an MWBE prime under section 3.4 d.
	Prepare and notarize either Affidavit C1 or Affidavit E1 to include with the proposal. One of the two forms must be included. These forms can be found at the end of the RFP Package.

End of Request for Proposals

Attachment A
CITY OF GREENSBORO

PROFESSIONAL SERVICES CONTRACT

This contract made and entered into this the __ day of _____, 20 __, by and between the City of Greensboro, a municipal corporation of the State of North Carolina (hereafter referred to as the City) and _____ (hereafter referred to as the Consultant).

WITNESSETH:

Professional Services Rendered

In consideration of the monetary payment hereinafter described in Attachment A, attached hereto and made a part hereof, the Consultant will provide services to the City of Greensboro.

Relationship

The Parties in this contract agree that the Consultant is a professional corporation, and that the relationship created by this contract is that of employer and independent contractor. The Consultant is not an employee of the City of Greensboro, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan. The Consultant may practice his profession for others during those periods when the Consultant is not performing work under this contract for the City.

Supervision and Inspection

In the performance of the work contemplated in this agreement, the Consultant is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this agreement must meet the approval of the City and shall be subject to City's general rights of inspection and supervision to secure the satisfactory completion thereof.

Specific Duties & Responsibilities

The specific duties and responsibilities of the Consultant shall include but not be limited to the following:

1. XXXX
2. XXXX
3. XXXX

4. XXXX

Compensation

The City agrees to pay the Consultant an amount not to exceed \$ _____. The Consultant will be paid as detailed in Attachment A, attached hereto and made a part hereof. Bills for fees or other compensation for Services or expenses shall be submitted to the City in detail sufficient for a proper preaudit and postaudit thereof. Consultant will complete project work within _____ timeframe.

Non-Appropriation Clause

The automatic renewal clause shall not apply to this contract should the Greensboro City Council fail to appropriate funds for the additional term of the contract for the ensuing fiscal year. If this non appropriation occurs the contract shall become void.

Invoices

1. Submittal

Invoices to the City for compensation shall be submitted not more often than monthly. Invoices will be based on 100% of the work completed during the preceding month.

2. Receipts Required

Where invoices are based in part on reimbursable expenses, the Consultant shall collect and maintain receipts for said expenses and shall make the receipts available to the City, if requested. The requirement to retain receipts shall generally follow the established rules of the Federal Internal Revenue Service regarding what type of expenditure must be supported by receipts for income tax purposes.

3. Disputed Items

If any items in any invoices submitted by the Consultant are disputed by City for any reason, including the lack of supporting documentation, City shall temporarily delete the item(s) and shall promptly notify the Consultant of dispute and request clarification and/or remedial action. After the dispute has been settled, the Consultant shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

Payment of Taxes and Insurance

The Consultant assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. In addition, the Consultant agrees to pay any and all gross receipts,

compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract.

Insurance

During the performance of the services under this Agreement, the Consultant shall maintain the following insurance:

1. General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, including explosion, collapse and underground property damage hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate. The General Liability Insurance shall name the City of Greensboro as an additional insured, and the insurance shall be primary and non-contributory to any other insurance that may be available to the City.
2. Professional Liability Insurance with limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate. This Professional Liability Insurance shall provide coverage for the claims concerning the Contractor's errors and omissions for the scope of services provided to the City under this Agreement, including but not limited to, claims concerning the preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications, and claims relating to supervisory, inspection, architectural or engineering activities.
3. Automobile Liability Insurance, covering owned, non-owned, hired vehicles and trailers using in connection with this project. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate.
4. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence. In case any work is sublet under this Agreement, the Consultant shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This Agreement shall be void and of no effect unless the Consultant shall secure and keep in effect during the term of this Agreement the Consultant's compliance with the provisions of the Worker's Compensation laws of the State of North Carolina.

Consultant shall furnish certificates of insurance and a copy of the insurance policies for all of the insurance coverages described herein within ten (10) days after this Agreement is ratified and certified copies of any amendments and/or renewals to the policies which occur thereafter. At least thirty (30) days written notice shall be given to the City prior to any cancellation, modification or non-renewal of any insurance required under this Agreement.

Amendments

Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.

Conflict of Interest

No officer, employee or agent of the City, and no sub-grantee or sub-recipient of any federal or state funds from the City shall participate in the selection or in the award or administration of a contract supported by federal, state, or City funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when any of the following persons or entities has a financial or other interest in the firm selected for the award:

- (i) The employee, officer, agent;
- (ii) Any member of his immediate family;
- (iii) His or her partner; or
- (iv) An organization which employs, or is about to employ, anyone listed in (i) through (iii) above.

The grantee's or sub-grantee's officers, employees or agents will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements except as may be allowed in the City's Gift Policy, B-20.

The Definitions for the terms Officer, Employee and Agent as used in this Section are as follows:

- a. **Officer** - An individual who is elected to or appointed to serve or represent the City of Greensboro, other than an employee or independent contractor of the City.
- b. **Employee** - Those individuals who are employed at will by the City of Greensboro for remuneration, whether full time or part time, benefited or non-benefited, and are charged with implementing City policies and City Council goals and objectives.
- c. **Agent** - Those individuals or companies who are authorized to act on behalf of the City and who provide services or products, whether contractual or not.

Termination for Convenience

The City, in its sole discretion, may terminate this Agreement in whole or in part whenever the City determines that said termination is in its best interest. Any such termination shall be effected

by the delivery to the Consultant of a written notice of termination thirty (30) days before the effective date of the termination.

Failure to Comply With Terms of Contract

Should the Consultant fail to comply with the terms of this contract, the Consultant, upon actual or constructive notice of the default shall have thirty (30) days to remedy the default. Should the Consultant fail to remedy the default, the contract is terminated immediately upon the expiration of the thirty (30) days.

Rights

City retains the exclusive rights to cancel, stop or re-schedule any or all services associated with the Contract.

Non-Discrimination Requirements

As a condition of entering into this agreement, the company represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section V. A. 1. of the M/WBE Program Plan. As part of such compliance, the company shall not discriminate on the basis of race, color, religion, ancestry or national origin, gender or sex, age, marital status, sexual orientation, gender expression, gender identity, national origin, or on the basis of any mental or physical disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Market. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

Compliance With Applicable Law

Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Consultant agree to accept the remaining terms and conditions.

Indemnification

The Consultant does hereby agree to indemnify and save harmless the City of Greensboro, its officers, agents and employees, against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, losses or injuries of any kind,

including environmental, which may arise from the sole negligence of Consultant, its agents or employees, or as a result of work performed pursuant to this Contract.

Severance

Should any part of this contract be declared unenforceable, all remaining sections remain in force.

Non-Assignment

The Consultant without the written approval of the City shall not assign this contract.

Governing Law

This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County.

Scope of Agreement

This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

Confidentiality

The Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information except as required by the North Carolina Public Records Act. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The obligations hereunder will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, The City's obligations to maintain software as confidential will survive in perpetuity. "Discloser" means the party providing Confidential Information to the Recipient. "Recipient" means the party receiving Confidential Information from the Discloser. "Confidential Information" means non-public information of a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary and is marked "confidential" and meets the requirements of North Carolina General Statutes 132-1.2. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the Recipient is not public information and will not be released to the public by the Recipient except as set out below. Recipient will notify Discloser of any public records request, and if Discloser objects to Recipient disclosing any of the records responsive to the request, Discloser will notify the Recipient in writing within forty-eight (48) hours. If so notified, Recipient will not disclose the records until ordered to do so by a court of competent jurisdiction, and Discloser will enter an appearance as a party in-interest and defend Recipient in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which Discloser objected. Discloser will indemnify, save harmless, and pay any and all attorney's fees incurred by Recipient, and any attorney's fees Recipient is ordered to pay to any person(s) or organization(s) as a result of Discloser's objection to the release of the public records. Discloser will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees Recipient incurs as a result of Discloser's objection to the release of the records requested pursuant to the North Carolina Public Records Act.

E-Verify

Consultant certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Contract, it will continue to comply with these requirements. Consultant also certifies that it will require that all of its subcontractors that perform any work pursuant to this Contract to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Contract.

Iran Divestment Certification

As of the date of this Contract/Agreement, the Contractor/Vendor/Consultant/Company certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 and that the Contractor/Vendor/Consultant/Company will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Contract/Agreement on behalf of the Contractor/Vendor/Consultant/Company certify that they are authorized by the Contractor/Vendor/Consultant/Company to make this certification.

Safety Requirements

All Contractor/Vendor/Consultant/Company are responsible for the safety of their employees while working for the City. The Contractor/Vendor/Consultant/Company is required to have a written safety program, perform regular safety training and abide by safe practices in the performance of the Work, as required by North Carolina Occupational Safety and Health (NC OSHA) and the U.S. Occupational Safety and Health Administration (OSHA). The Contractor/Vendor/Consultant/Company shall coordinate safety requirements for any subcontractor and/or third party personnel used related to the Work and shall provide written documentation that subcontractors are meeting proper safety standards. The Contractor/Vendor/Consultant/Company shall participate in an introductory "Hazard Communications and Owner Safe Practices Class" and acknowledge the attached Contractor Safety Requirements documents prior to performing any work on site. All

Contractor/Vendor/Consultant/Company personnel shall be escorted on site by a primary contact of the City prior to participation in the aforementioned class.

Divestment from Companies Boycotting Israel Certification

As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment and Do-Not-Contract List – Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the Contractor will not utilize any subcontractor found on the State Treasurer’s Final Divestment and Do-Not-Contract List. All individuals signing this Contract on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.

Attachment B

City of Greensboro Local Preference Policy

1. Background. According to the Institute for Local Self-Reliance, “a growing body of research shows... that locally owned businesses create communities that are more prosperous, entrepreneurial, connected, and generally better off across a wide range of metrics.” In addition, “these studies find that local businesses recirculate a greater share of every dollar in the local economy, as they create locally owned supply chains and invest in their employees.” This recirculation creates a multiplier effect that increases the value of dollars initially spent.

2. Purpose. The purpose of the Local Preference Policy is to ensure the best overall value in the procurement of goods and services while providing a preference to local businesses to support the City’s economic development. An additional benefit of a Local Preference Policy is the benefit derived by the City when goods and services are being provided by local businesses which have the opportunity to be more timely and responsive when providing goods and services.

3. Eligible Bidders. All bidders that have a *Significant Business Presence* for at least one year within the corporate limits (i.e., legal geographic boundaries) of the municipalities which comprise the Guilford County Economic Development Alliance (Greensboro, NC; High Point, NC; and Guilford County, NC) (“Local Area”) are Eligible Bidders pursuant to this policy. A bidder has a Significant Business Presence in the Local Area, if it is headquartered in the Local Area for at least one year *or* it has at least 25% of its total full-time, part-time and contract employees regularly based in the Local Area for at least one year *or* generates at least \$500,000 in gross sales in the Local Area within the twelve months preceding the City’s advertisement for bids to the general contractors for that specific contract. Notwithstanding any of the above, a location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a Significant Business Presence.

4. Process When Bid Involves Price. Bids to be evaluated as normal. If the lowest responsible, responsive bid is submitted by an Eligible bidder, the bid is accepted as usual. If the lowest responsible, responsive bid is submitted by a non-Eligible bidder, and there is one or more Eligible, responsible, and responsive bidders that have submitted a bid within 5% of the lowest bid, the lowest of the Eligible responsible and responsive bidders is given 2 business days to amend their submission to match the lowest bid. If the lowest of the Eligible responsible and responsive bidders declines to accept at the lower price, the contract is awarded to the lowest responsible, responsive Non-Eligible bidder. If the lowest of the Eligible responsible and responsive bidders chooses to match the lowest Non-Eligible bidder, the contract is awarded to the lowest of the Eligible responsible and responsive bidders at the lower bid rate. At any time, all bids may be rejected.

4.1. Eligible Local Preference Contracts:

- a. Price contracts for the purchase of supplies and equipment costing less than

\$30,000; and

- b. Price contracts for construction or repair costing less than \$30,000.
- c. Qualitative or Price Competitive Service Contracts

4.2. Excluded Contracts

- a. P Cards
- b. Urgent Contracts
- c. Fuel Contracts
- d. Cooperative Purchase Contracts
- e. Contracts Excluded by Discretion of City Manager's Office

5. Process When Considering Qualifications for Service Contracts. The request shall state that being local is a factor to be considered in determining the qualifications of the bidder. The proposals will be evaluated in accordance with an award criteria developed to determine the best qualified, responsive bidder submitting a proposal. Five percent (5%) of the points awarded to a bidder in an evaluation shall be awarded to each eligible local bidder submitting a proposal.

6. Scope.

6.1. This policy shall not apply to contracts involving projects funded by a federal or state grant unless expressly allowed by the terms of the grant or federal or state law or regulation.

6.2. Nothing in this policy shall be construed to require the City to contract for services or goods by request for proposals or request for qualifications.

6.3. This policy shall apply to procurement processes managed by the City, as well as by third-parties on the City's behalf or for the City's benefit.

6.4 This policy does not conflict, and shall not be construed to conflict, with the City's Minority and Women Business Enterprise ("MWBE") policy. In the event of a conflict between or among the provisions of this policy and the MWBE policy, the conflict shall be resolved by giving precedence to the MWBE policy.

Local Preference Policy – Eligible Bidder Certification

I, _____ (the individual certifying below), being duly authorized by and on behalf of _____, the entity (“Bidder”) submitting a bid or proposal on the solicitation from the City of Greensboro (“City”) certifies as follows:

1. Bidder has read, understands, and agrees to be subject to and bound by the policy, rules, and conditions set forth in the City's Local Preference Policy.

2. Bidder understands “Eligible Bidder” is defined by the City’s policy as follows:
Eligible Bidders. All bidders that have a Significant Business Presence for at least one year within the corporate limits (i.e., legal geographic boundaries) of the municipalities which comprise the Guilford County Economic Development Alliance (Greensboro, NC; High Point, NC; and Guilford County, NC) (“Local Area”) are Eligible Bidders pursuant to this policy. A bidder has a Significant Business Presence in the Local Area, if it is headquartered in the Local Area for at least one year or it has at least 25% of its total full-time, part-time and contract employees regularly based in the Local Area for at least one year or generates at least \$500,000 in gross sales in the Local Area within the twelve months preceding the City’s advertisement for bids to the general contractors for that specific contract. Notwithstanding any of the above, a location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a Significant Business Presence.

3. Bidder is an “Eligible Bidder” as defined by the City’s policy (mark Yes or No):
 - a. YES _____, or
 - b. NO _____

Signature of Authorized Certifying Official

Print or Type Name:

Affidavit C1 – **Subcontractor Utilization Commitment**

Name of Prime Contractor: _____ Project Name: _____

The Bidder/Participant must indicate all subcontracts (M/WBE & NON-M/WBE) it intends to utilize as follows:

MBE	WBE	NON M/WBE	Subcontractor Name & County**	Nature of Work to be Performed	% Utilization

***Only M/WBE firms that are certified by the North Carolina Department of Administration or the North Carolina Department of Transportation and have a significant business presence within the Greensboro relevant marketplace will be counted towards the M/WBE goal(s).*

Total NON-M/WBE Utilization Commitment	
Total MBE Utilization Commitment	
Total WBE Utilization Commitment	

(Submit Additional pages, if necessary)

Pursuant to the City of Greensboro Minority and Women Business Enterprise (MWBE) Program Plan, the Respondent certifies that the above Minority/Women-owned Business Enterprise(s) was (were) contacted in good faith.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance herewith.

Date _____ Name of Authorized Officer _____
 Signature _____ Title _____
 State of _____ County of _____
 Notary Public _____ My commission expires _____

SEAL

Affidavit E1 Statement of Intent to Perform work without Subcontracting

We, _____, hereby certify that it is our intent to perform 100% of the work required for the _____ Contract.
(Name of Project & Contract Number)

In making this certification, the Bidder states the following:

1. That it is a normal business practice of the Bidder to perform all elements of this type of contract with its own work forces without the use of subcontractors.
2. That if it should become necessary to subcontract some portion of the work at a later date, the Respondent will notify the City of Greensboro and institute good faith efforts to comply with all requirements of the M/WBE program in providing equal opportunities to M/WBE firms to subcontract the work.

Accompanying this certification the undersigned shall provide conclusive documentation which serves to verify it is, and has been, a normal business practice for the indicated firm to perform all elements of this type of contract with its own workforce and without the use of subcontractors. The documentation must demonstrate that the firm has sufficient employees, equipment, and bonding, if applicable to perform the entire contract without the use of subcontractors and that it has previously performed contracts of similar scope and comparable cost without the use of subcontractors.

Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Respondent to the commitment herein set forth. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

SEAL	Date _____	Name of Authorized Officer _____
	Signature _____	Title _____
	State of _____	County of _____
	Notary Public _____	My commission expires _____