

Request for Proposals for a Water/Sewer and Stormwater Rate Study

December 20, 2023

A. SUMMARY

- 1.1. Request for Proposals (RFP): The City of Greensboro Water Resources Department (WRD) is hereby inviting qualified Consultants, with proven experience and expertise, to provide professional financial and supporting services for a water/sewer and stormwater utility rate study.
- 1.2. Internet Web Site for More Information: This document may be viewed and downloaded in PDF format from the Water Resources Website under Available Contracts at: <https://www.greensboro-nc.gov/departments/water-resources/available-contracts>.
- 1.3. Timeline: Contract is expected to begin 3/29/24, and a full study must be completed by 1/15/25.
- 1.4. Best Value and Qualifications-Based Consultant Selection Process: The WRD Professional Service Consultant Selection Process is Best Value and Qualifications-Based.
- 1.5. Due Date: Proposals responsive to this request are due to the City **no later than 5pm, Thursday, January 18, 2024**.

2. ENVISIONED SCOPE OF CONSULTANT SERVICES

- 2.1. In General: The City's WRD is undergoing a planning process to meet needs for capital improvement projects, water/sewer and stormwater enterprise fund sufficiency, and operational support over a 10-year timeline.
- 2.2. WRD currently has a Microsoft-based rate model for the water/sewer enterprise fund provided by an external consultant. It is used to generate financial forecasts that demonstrate adequate debt service coverage and other metrics that address credit-worthiness and facilitate debt issuance. The stormwater enterprise fund does not have a rate model and it was recently found that its current financial needs exceed its funding ability.
- 2.3 See "Water & Sewer Rate Study Scope of Services" document and "Stormwater Rate Study Scope of Services" included in this submittal.

3. SUBMITTAL REQUIREMENTS

- 3.1. Questions: This Request is issued by the City of Greensboro WRD. Any questions concerning this Request shall be submitted in writing and addressed to Aimee Walker, PMP by mail to the address below, or by email to aimee.walker@greensboro-nc.gov. The deadline for questions is Thursday, January 04, 2023. All questions will be answered by addenda on the Department's website as referenced in Section 1.2 of this Request no later than Wednesday, January 10, 2024.
- 3.2. Submittal Date and Time: Proposals must be received by the City **no later than 5pm, Thursday, January 18, 2024**. **Proposals received after the scheduled receipt time stated above will not be accepted**. Proposals received become the property of the City and will not be returned. Faxed or e-mailed documents will not be accepted. Early submission of proposal is welcome and appreciated.

3.3. Submittal Address: Please submit:

- One electronic copy in PDF format via email to:

Aimee Walker
City of Greensboro Water Resources Department
aimee.walker@greensboro-nc.gov

3.4. Proposal Organization: To facilitate the City's objective review of proposals, Consultants are requested to organize the main document using a standardized format. Each proposal should contain the following:

- A cover letter on company letterhead signed by a Principal or other member of the firm authorized to commit the firm to contract for professional services and certifies or acknowledges the acceptance of items in Attachment A of this RFP.
- Table of Contents, with page numbers
- Sections including the following information:
 - I. Executive Summary: (No more than 5 pages) This section should (1) address the highlights of the proposal, (2) describe strengths and special expertise of the firm to successfully accomplish the objectives of the City, and (3) state if firm has a local presence as defined in attachment B.
 - II. Statement of Qualifications for the Firm: (No more than 5 pages) Identify and describe the qualifications of the firm and professional services that may be provided by the consultant in response to this request. Include metrics that demonstrate the strength and stability of the firm. Provide any information on recent or pending mergers, acquisitions, or buy-outs associated with the firm.
 - III. For each Rate Study provide the following: (No more than 8 pages for each rate study)
 - i. Project Team Qualifications & Project Management: Please identify the proposed project team and key personnel for the successful completion of projects and indicate if using the same team for both rate studies.
 - Include an organizational chart along with the following information for each team member:
 - Name
 - Role
 - Office location (City, State)
 - Years of relevant experience for this rate study
 - Capacity (% of time available to dedicate to rate study projects)
 - Identify the project manager or primary contact and any other team leaders proposed, and state years of relevant experience for each. Briefly describe how projects will be successfully managed. *It is expected that the team members listed in the proposal will be the ones who will work on projects for the City.*
 - Narrative supporting that the proposed team has the capacity to complete the requirements of the project within the proposed timeline.
 - Describe quality assurance/quality control methods for services proposed to be provided.
 - Highlight similar project team member experience within the last 5 years and whether the work was completed for this firm or a previous firm. Also, include

a brief project statement, primary utility contact, and whether the project was completed within scope, budget and schedule.

- ii. Please provide two fees, one for water/sewer and the other for Stormwater.
- IV. References: Please provide the name, organization, and telephone number, of at least three references within North Carolina, for whom your firm has provided professional services for this type of work – water/sewer and stormwater utility specific.
- V. Résumés: (No overall page limit) Résumés for all project team members mentioned throughout the proposal should be included in this section. Please limit the resume length no more than 2 pages per team member.
- VI. Conclusion: (No more than 1 page) Use this section to provide closing remarks, including additional information in support of or to strengthen the proposal.

4. SELECTION OF CONSULTANTS

4.1. General:

- 4.1.1. This Request does not commit the City to enter into agreement, to pay any costs incurred in the preparation and submittal of a proposal in response to this request or in subsequent interviews and negotiations, or to procure a contract for the project.
- 4.1.2. The City will require the selected Consultant to participate in negotiations of the fees for the project and to submit resulting proposals.
- 4.1.3. The City reserves the right to perform all or some of the services described in this document with its own work force.
- 4.1.4. The City also reserves the right to issue future Request for Proposals or Qualifications (RFP/RFQ) and solicit responses from firms not selected as part of this process.

4.2. Best Value and Qualifications-Based Selection Criteria: Proposals will be evaluated and ranked based upon objective Best Value and Qualifications-Based criteria. The selection criteria are as follows:

Item	Evaluation Criteria	Maximum Points
1	Qualifications of the Firm	25
2	Qualifications of Team for Each Proposed Rate study	15
3	Capacity of the Team Members for Each Proposed Rate study	10
4	Responsiveness of the Team Members for Each Proposed Rate study	10

5	Past Performance/References for each Rate study	15
6	Fee Proposal	10
7	MWBE Participation: Respondents that are certified M/WBE prime bidders will be awarded 10 (ten) evaluation points or Respondents that use a certified M/WBE firm(s) on their project or team will be awarded 5 (five) evaluation points.	10
8	Local Presence	5
Total Possible Points		100

4.3.1 Qualifications of the Firm (25 points)

- Experience and expertise
- Strength and stability of the firm
- Conformity with the requirements of this Request will be scored under this criterion.

4.3.2 Qualifications of Team for Each Proposed Rate study (20 points)

- Organizational chart of the project team
- Similar work completed by members of the proposed project team within the last five years. Higher value will be placed upon NC experience due to familiarity with NC regulatory and permitting processes.

4.3.3 Capacity of the Team Members for Each Proposed Rate study (10 pts)

- Ability to adequately staff projects to meet time schedules and demands
- List % of time available to dedicate to Greensboro projects for each proposed team member.

4.3.4 Responsiveness of the Team Members for Each Proposed Rate study (10pts)

- Distance from Greensboro may be considered to award points to this criteria due to response times needed.
- Please include the City and State of the office for each member of the team proposed for each rate study and strategies of the firm to be responsive to Greensboro's project needs.

4.3.5 Past Performance/References for each Rate study (20 pts)

- Consultant's performance on similar projects either for the City or based on information gathered by the City and/or through the references provided by the Consultant (20 pts)

B. Fee Proposal (20%)

C. Cost-effectiveness of fee proposed and tasks to be completed by deadline

4.3.6 Fee Proposal

- Cost effectiveness of the proposed fee and associated tasks to be completed by the deadline.

4.3.7 M/WBE Commitment for proposal (10 pts)

4.3.8 Local Presence (5 pts)

- Firms with Significant Business Presence in attachment B will receive 5 points.

4.3. Rating and Selection Team: The following individuals are anticipated to comprise the team responsible for reviewing and rating the proposals submitted:

- Marlene Druga, Director, Financial and Administrative Services
- Virginia Spillman, Assistant Director, Water Resources
- Kristine Williams, Assistant Director, Water Resources
- David Phlegar, Division Manager, Stormwater
- Aimee Walker, Division Manager, Business
- Timothy Jackson, M/WBE Office Representative

4.4. Schedule for the Selection Process: The following is the anticipated schedule for the Consultant(s) selection process:

<u>Item</u>	<u>Date</u>
City of Greensboro issues Request for Proposals	Thursday, December 21, 2023
Completed Proposals Due	Must be received by City no later than 5pm, Thursday January 18, 2024
City selects Most Qualified Consultant(s)	On or before Thursday February 1, 2024
Master Contract documents finalized	Friday March 29, 2024

Water & Sewer Rate Study Scope of Services

A study of the rates, fees and charges of the City of Greensboro Water and Sewer Enterprise Fund. System Development Fees are excluded from the scope of this study.

- a) As a primary objective, determine the overall rate increase needed to meet revenue requirements for planned expenses and financial goals in order to maintain credit ratings of the water and sewer enterprise fund.
- b) The City's water and sewer rates generate approximately 48% of revenue from water charges, and 52% of revenue from sewer charges. The consultant will determine the proper proportion of revenue that should be received from each, and make a recommendation for changes.
- c) The consultant will review the amount of revenue generated by the fixed fees (billing and availability fee based on meter size charged per monthly bill) versus consumption-based rates to determine the amount of revenue stability provided and recommend whether adjustments are needed based on industry standards.
- d) The City has an increasing block rate for residential customers. The consultant will review the consumption tiers to determine if the breakpoints are appropriate to ensure affordability and effectiveness for incentivizing conservation, while balancing fairness to large families.
- e) The City has a uniform rate for non-residential customers inside the City, and a decreasing block rate for non-residential customers outside the City. The consultant will review the rate structure and provide recommendations based on industry standards and best practices.
- f) The City has an irrigation rate for residential and non-residential customers. The consultant will review the rate and recommend whether adjustments are needed based on industry standards.
- g) The City charges 2.5 times the inside rate to outside customers. The consultant will provide a recommendation regarding an inside/outside rate differential. If a change is recommended, the consultant will provide the basis for such change and a recommendation to phase in the new differential over time.
- h) Report and evaluate the City's water and sewer enterprise fund balance, days of cash on hand and debt coverage metrics in comparison to five other medium to large water and sewer utilities in NC and recommend adjustments to financial goals to maintain credit ratings.
- i) The Consultant shall use system data, including customer usage characteristics, system peaking data, operational, and capital costs to construct a Rate Model that will be an effective tool for setting user rates and charges, and addressing capital and financial planning objectives.

The Consultant shall use system data, water/sewer master planning data, and the Rate Model to:

- i. Evaluate and project customer growth, usage patterns, and levels of demand;
- ii. Identify and project total revenue requirements, including all operation and maintenance and capital costs, and a scenario that includes revenue requirements of the capacity use fee lawsuit;
- iii. A deliverable of this task is the Rate Model and all intellectual property associated with its use. The model should have the ability to evaluate various revenue enhancement scenarios for the purpose of setting goals (e.g. fund balance, debt coverage) and monitoring other financial performance metrics used by rating agencies
- iv. Consultant shall include up to four (4) hours of training for staff on the functionality and use of the Rate Model.

Customer Assistance Program

Evaluate and make a recommendation based on industry best practices the benefits, liabilities, governance, and staff tied to the development of a customer assistance program (CAP) that may complement the State's LIHWAP program.

- i. Evaluate whether the business process to distribute LIHWAP program funds can be leveraged to distribute city funding of CAP. If this process is not feasible then another process needs to be identified.
- ii. Sources of revenue could be charitable bill round ups, donations, cell phone antenna revenue from water tank, etc.
- iii. Determine costs and staffing needed for the program.

Economic Development, Regionalization, and Wholesale Rates

- b) The consultant shall review the existing wholesale (bulk water resale) rates outlined in the City's interlocal agreements and develop a simplified wholesale water and sewer structure that would be consistent with City's philosophy regarding service provision to other jurisdictions, as well as cost-of-service principles and methodologies.
- c) Consultant shall review the wheeling fee charged to Jamestown and proposed for other jurisdictions to determine whether the charge recovers the city's cost to serve them.
- d) The consultant shall propose a potential rate differential to be charged in new jurisdictions seeking service, such as Sedalia and Summerfield, where service is currently unavailable. An option for a revenue district to share tax revenue should be evaluated as part of that study.
- e) Quantify the significant benefits and economic impacts that the City's water and sewer utility contributes to the regional economy, extending beyond the traditional evaluation of direct spending, to also examine the value of water supply reliability and resiliency for households and businesses in the region of economic impact.
 - i. Trace the existing and potential economic activity changes through the region impacted, to determine changes to economic output, value added, labor income, jobs created, and employment.
 - ii. Use an appropriate Input-Output (IO) model, such as IMPLAN or similar, commonly used for analysis at the appropriate regional scale.
 - iii. Provide a summary of the structure and use of the selected Economic Impact Model.
 - iv. Assess the water and sewer's economic impact on the community through direct, indirect and induced impact phenomena.

Stormwater Rate Study Scope of Services

1. Evaluate Stormwater utility user fee rate structure to determine whether revenue collected from residential vs non-residential customers is commensurate with the services they receive.
2. Evaluate residential tiers based on impervious areas to determine whether adjustments are needed. Additionally, evaluate the equivalent residential unit (ERU) used as the basis for commercial charges to determine if adjustments are needed.
3. Develop and recommend future funding and financing options for the growing stormwater capital improvement program. Review the capital improvement needs generated from three large watershed studies to determine impact and revenue needs.
4. Create a financial rate and revenue projection model for the Stormwater enterprise fund to aid the City with evaluating alternatives for timing and funding of capital improvements.
5. Design the financial model to evaluate various stormwater program level of service options. Run scenarios with staff for review, modification and updates.
6. Deliver the model to the City, and provide training to City staff on use of the model.
7. Conduct benchmarking for comparison to peer Stormwater utilities. Utilize peer cities of Durham, Winston-Salem, Charlotte, High Point, Raleigh, and Fayetteville for the following items:
 - a. Financial metrics (rates, debt coverage, fund balance, rating, PayGo/Debt percentages for Capital Improvements)
 - b. Grant revenue
 - c. Credit policy – do they have a policy to credit stormwater fees for stormwater quality improvements or mitigation measures? If so, can City facilities qualify for credits?
 - d. Funding of Stormwater SCM maintenance on city property
 - e. Payment of fees by universities
 - f. Payment of fees by federal facilities
 - g. Payment of fees by non-profits and churches
 - h. Payment of fees by NCDOT (facilities, existing roads, etc.)
 - i. Payment of fees for city roads and facilities
 - j. Drainage policy; private property infrastructure improvements for conveyance of public runoff with no city easement.
 - k. Funding of floodplain studies for City facilities (bridges, P&R facilities, etc.)
8. Review Children's Home Society settlement agreement, state general statutes and NC administrative codes, and best practices to evaluate city expense and revenue budgeting related to:
 - a. Indirect cost to general fund
 - b. General fund payment of stormwater fees for city streets
 - c. Shared staff and resources for non-stormwater tasks (e.g. snow removal, etc)

9. Make recommendations for stormwater utility financial management guidelines (fund balance, PayGo vs Debt percentages, debt coverage goal, annual capital improvement program funding targets, etc.)

CITY OF GREENSBORO

PROFESSIONAL SERVICES CONTRACT

This contract made and entered into this the **enter date (example: 1st day of April, 2017)**, by and between the City of Greensboro, a municipal corporation of the State of North Carolina (hereafter referred to as the City) and **consultant/company** (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. xx
2. xx
3. xx
4. xx

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 **enter length of time** 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

The 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:

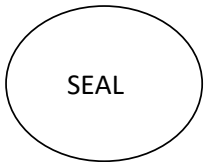
Name of Prime Contractor: _____ Project Name: _____
****Are you a certified M/WBE?** _____ **Yes** _____ **No** _____

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 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)

The undersigned will enter into a formal agreement with the M/WBE firm(s) for work listed on this affidavit conditional upon execution of a contract with the City of Greensboro. Breach of this commitment constitutes breach of bidder’s contract if awarded. 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. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.



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

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, pursuant to Item VIII, Section B, 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 use of subcontractors.
2. That if it should become necessary to subcontract some portion of the work at a later date, the Bidder 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.
3. That the Bidder will provide equal opportunity for M/WBEs to participate in significant material supplier opportunities available under the prime contract and to document good faith efforts as required herein.

Accompanying this certification the undersigned shall provide conclusive documentation which serves to verify that 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 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 Bidder 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.

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