



**Request for Qualifications
For On-Call Safety Program Training Services**

**City of Greensboro Water Resources Department
January 30, 2024**

1. SUMMARY

1.1 Request for Qualifications (RFQ)s: The City of Greensboro Water Resources Department is hereby soliciting qualifications from interested qualified firms to provide safety program training services at the City of Greensboro's Water Resources Department.. The intent of this procurement is to establish Safety Training Contractors for the City of Greensboro's Water Resources Department.

1.2 Introduction and Background: Various Federal, State and Local laws and regulations mandate or recommend that certain personnel be adequately trained in a variety of areas. The Department intends to contract with instruction service providers to train selected employees on an as-needed basis. Partnering or teaming arrangements amongst training firms, to provide the range of requested training services is strongly encouraged. All training shall meet all of the applicable requirements of the laws, rules, and regulations or guidelines as specified in this Request for Qualifications (RFQ). This includes requirements for the training professional to be licensed and/or certified to provide the specific training, if applicable. All trainers will be expected to meet the GSO City MWBE guidelines.

1.3 Services to be Provided: The vendor will provide the following materials and services for the contracted class:

- a. All electronic training materials in a form that can be projected before the class. This material can be in any form available, such as a word document, PDF, Power Point Presentation, or a video.
- b. A trainer with competent knowledge and training experience in the field related to the course being taught. See Certification attachment for a list of qualifications required.
- c. A hard copy handout outline highlighting the course material and providing a place for the students to make notes.
- d. An end-of-course test or review to determine if the student successfully mastered the course material.
- e. If the training provided is required for employee certification in their field or work, the trainers must register the training with the specific certification board overseeing the employee certification.

2. ENVISIONED SCOPE OF SAFETY TRAINING SERVICES

2.1 Scope of Consultant's Services: The scope of consultant's services, as currently envisioned for this project shall include but not be limited to providing safety related

training to appropriate Water Resources Department staff as mandated by various Federal, State and Local regulatory programs and guidelines as per Attachment B. All training provided must meet the regulatory requirements, including, but not limited to the acts, laws, and regulations and all related standards, standard interpretations, rules, guidance, guidelines and programs, which require or recommend the specific training.

- 2.2 This RFQ may require firms to provide some training in their own facilities; however, the majority, if not all of the courses will be held at the City of Greensboro's Water Resources Department facilities.
- 2.3 For each participant of a refresher course, the training provider(s) will be required to confirm that the participant is eligible for refresher training. In other words, as part of the documentation of training for refresher courses, the training providers will not certify the training unless the participant has been confirmed to have the required initial training and all required annual training since the initial training.
- 2.4 Training providers must provide all written course materials required for each participant. This will include assembly of educational materials necessary for instruction, including documentation, and a training module. Assemble training modules into a combined training manual. Upon request of Water Resources, a draft of the written course materials must be provided for review, comment and approval. For some courses, it may be necessary to develop site-specific training.
- 2.5 Written **documentation** must be provided for each student who satisfactorily completes a training course. The documentation shall include:
 1. Trainee's full name.
 2. Course title.
 3. Course date.
 4. Expiration date.
 5. Statement that the trainee has successfully completed the course.
 6. Name and address of the training provider.
 7. An individual identification number for the certificate.
 8. List of the levels of personal protective equipment used by the trainee to complete the course.
 9. An electronic copy (PDF file) copy of all certificates.
 10. An electronic copy (PDF file) copy of any agency required form submissions.
 11. A roster of the class participants will be provided to the training administrator so course information can be entered into Water Resources Training Manager.
- 2.6 Circumstances may arise which require the training firm to provide training for a small group of individuals or an entire class. **Firms must note that Water Resources is not committing to, nor guaranteeing any minimum number of trainees with this information.** For course development, offering and viability purposes the selected firm(s) may request a minimum level of attendee participation.

- 2.7 Section 2 of this RFQ, Envisioned Scope of Training Services, and referenced Training Matrix will be attached to the executed Agreement for Services. This language from the RFQ will be combined with the Contractor's Description of Scope of Services, as provided in their qualifications, and will become "Attachment "A" - the "Consultant's Scope of Services" incorporated in the City of Greensboro Professional Services Contract.
- 2.8 Instruction for the courses listed in Attachment B is anticipated to take place over the first fiscal year of the City of Greensboro, which is from July 1st to June 30th of the following year. The initial 3-year Contract Term shall begin on the date of the Notice to Proceed and shall continue until the end of the third calendar year, unless otherwise noted.
- 2.9 Contact Hours are required for our Water and Waste Water Certifications, Professions Engineering and Certified Safety Professional continuing education hours, and other certifications requiring yearly refresher training. In order for training to count toward certification, the course must be registered with the professional organizations prior to teaching the course. If vendors will register their courses with these professional organizations, the Water Resources Department can save money and time by using training from this agreement toward the required certification training hours. We would also expect the vendor to send class rosters to the certification boards requesting contact hours for those who take the courses. Some of the boards certifications that our employees use which would require courses to be registered include:
- NC Water Pollution Control System Operators Certification Commission
 - NC Water Treatment Facility Operators Certification Board
 - North Carolina Operators Certification Program
 - NC AWWA/WEA Maintenance Technologist
 - NC Board of Examiners for Engineers and Surveyors
- 2.10 Expertise of each training organization shall be considered in the selection of trainers. Attachment B has been organized so that more than one training organization may be selected to teach the courses in the tables since firms may have expertise in different areas. Any contracts or agreements shall be directly between vendors, schools, or organizations, and the Water Resources Department.

3. RFQ SUBMITTAL REQUIREMENTS

- 3.1. This RFQ is issued by the City of Greensboro, Water Resources Department. Any questions concerning this RFQ shall be submitted by email to **Ramone.Johnson@greensboro-nc.gov**. The deadline for questions will be Wednesday February 21, 2024. All questions will be answered by Addenda.

3.2. Please submit one original and three copies of your RFQ, to the City of Greensboro no later than 5:00 PM, Thursday March 7, 2024 to the attention of:

Ramone Johnson
City of Greensboro Water Resources Department
2602 South Elm-Eugene Street
Greensboro, North Carolina 27406

In the interest of fairness to all Consultants submitting qualification documentation and to allow for the City's timely review, **RFQs received after the scheduled receipt time stated above will not be accepted.** All RFQs received become the property of the City and will not be returned. Faxed or e-mailed documents will not be accepted.

Item\Date

- City Issues Notice-To-Proceed On or before July 3, 2024.
- Start Project On or before July 15, 2024 (beginning of fiscal year).

3.3. RFQ Organization: To facilitate the City's objective review of the RFQs from different Consultants, submitting firms are requested to organize their submittal using a standardized format. Each RFQ should contain the following:

- a) **Transmittal Letter:** A transmittal letter prepared on the firm's business stationery must accompany the RFQ submittal. The purpose of this letter is to transmit the required qualifications; therefore, it should be brief, but shall list all items contained within the qualifications. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financials, contained in the Qualifications.

Selected firm(s) will be required to submit a Certificate of Insurance that specifically names the City of Greensboro as additional insured via an additional insured endorsement.

The transmittal letter must include a statement certifying that it will accept the City of Greensboro Standard Terms and Conditions as provided in "Attachment A" of this RFQ.

- b) **Consultant's Description of Scope of Services:** The Qualifications 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 effort and the products that will be delivered.

Outline your understanding of this project, scope of services, technical plan and organization. List, in detail, the full scope of services you intend to provide to achieve a successful completion of this program evaluation.



The qualifications shall list all proposed partnering and/or subcontracting arrangements, including reporting hierarchy, entered into to provide the services requested by the City of Greensboro.

- c) **Key Personnel:** Provide information on key personnel that will comprise the team responsible for completing the project. At a minimum, please provide a resume listing the qualifications and experience for each team member and an organization chart representative of the team hierarchy to be utilized within the parent organization or firm. If a sub-consultant will be utilized, the chart must show the management approach reporting relationships between the firms.
- 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.
- e) **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 qualifications 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 a certified M/WBE firm(s) on their project or team will be awarded 5 (five) evaluation points. .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%20Certified%20DBE%20Business.aspx> and satisfies the City's eligibility requirements.

If a Respondent subcontracts any portion of the contract or has an M/WBE firm on their team, the information must submit Affidavit C1 - Subcontractor Utilization Commitment.

Or

If a Respondent plans to self- perform 100% of the work under a contract with its own workforce, the information 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. RFQ SUBMITTAL EVALUATION

- 4.1. Qualifications Evaluation:** Submitted qualifications will be rated based on responsiveness, technical merits and the ability of firm(s) to provide all or part of the training courses detailed in Attachment B. This information and the expertise of the firm's instructors will be used to determine a final rating for each qualification. In some

cases, qualifications for individual courses will be considered and in other's qualifications may cover all the courses in a Table. Please submit qualifications for any course in Attachment B.

A Selection Committee will be utilized to rate each Technical Qualification based on the following criteria:

1. Understanding of the project and scope of services.
2. Contractor's Description of Scope of Services, including technical plans, project organization and approach.
3. Experience of the firm in:
 - a. Providing Environmental and Safety Training for the specific training courses listed in Attachment B.
 - b. Providing Training Services on an as needed basis.
 - c. Familiarity with state and local regulations and related licensing requirements related to training courses.
4. Qualifications of personnel/staff.
 - a. Qualifications of Principals and Key Personnel.
 - b. Qualifications of Proposed Trainers.
 - c. Year of experience Credential of project personnel & qualifications of firms(s) including partnering & teaming arrangements
5. Possession of current credentials or licenses required to provide the training services.
6. Demonstrated ability to carry out projects on time and within budget
7. Compliance with the requirements of the RFQ.
8. MWBE Participation.
9. Local Preference Policy

Water Resources Department will choose those qualifications that best serve the interests of the Department and City. The City reserves the right to make a single or multiple awards with or without negotiations. Minor irregularities in qualifications, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the best interest of the City of Greensboro.

Rating and Selection Team: The following individuals will comprise the team responsible for reviewing and rating submitted RFQ's:

- Scott Jewell, Water Supply Division Manager
- Elijah Williams, Water Reclamation Division Manager
- Adam Conn, Operations Division Manager
- Ramone Johnson, Water Resources Safety Administrator
- Virginia Spillman, Water Resources Assistant Director
- Gwen Carter, WRD MWBE Specialist
- Assigned MWBE Specialist

5 GENERAL PROVISIONS

- 5.1. Terms and Conditions of the Contract:** The City will utilize the professional services contract agreement included herein as “Attachment A.” The term of the contract is three (3) years.
- 5.2. Modifications and Withdrawals:** Withdrawal of, or modifications to qualifications are effective only if written notice thereof is sent to Water Resources prior to the time qualifications are due. A notice of withdrawal or modification to a qualification must be signed by an officer with the authority to commit the company and no withdrawal or modifications will be accepted after the time qualifications are due.
- 5.3. Questions and Inquiries:** Questions and inquiries should be directed in writing to the individual listed at the top of page 3. Electronic submission of questions is acceptable. The deadline for questions is February 21, 2024. A written response to submitted questions, in the form of an Addendum will be provided to all applicants.
- 5.4 Qualification Acceptance:** The City of Greensboro reserves the right to accept or reject any and all qualifications, in whole or in part, received as a result of this RFQ; 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 professional services contract over the term of the contractual service agreement.
- 5.6. RFQ Cancellation:** The City of Greensboro may cancel this RFQ, in completely or in part, at any time before the opening of the qualifications.
- 5.7. Services Rendered:** All work performed under this Contract shall comply with all applicable North Carolina codes, standards and regulations.
- 5.8. Contract Period:** The contract period will be 3 years from date of award.

Schedule for the Selection Process: The following is the anticipated schedule for the consultant selection process.

<u>Item</u>	<u>Date</u>
City of Greensboro issues RFQ	January 31, 2024
Deadline for Questions	February 21, 2024
Completed Qualifications due to City	March 7, 2024
City review of Qualifications and Selection Of Short List of Consultants	March 21, 2024
Interviews with potential Consultants	April 3, 2024
City selects Most Qualified Consultant	April 17, 2024
Complete contract negotiations with selected Contractor	May 1, 2024
Submittal of complete and signed Contract documents by the selected Consultant to the City.	May 15, 2024
City formal approval and signature of Contract	June 6, 2024
Written Notice-To-Proceed (NTP)	July 3, 2024

Water Resources Matrix for RFQ's
Rank each qualification and list your reasons or comments.

Item	Evaluation Criteria	Max Points	Actual Points
1	Understanding of the project and scope of services	20	
2	Description of Scope of Services	10	
3	Experience of the firm	10	
4	Qualifications of personnel/staff	10	
5	Possession of current credentials or licenses required to provide the training services.	15	
6	Demonstrated ability to carry out projects on time and within budget	10	
7	Compliance with the requirements of the RFQ	10	
8	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	
9	Local Presence	5	
Total Possible Points		100	

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 Contractor 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 Contractor shall not discriminate on the basis of race, color, religion, national origin, biological sex, age, disability, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor 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 Marketplace. The Contractor 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 Contractor 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 Act 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.