

**Request for Proposal (RFP)**  
**For Other Services**  
**Utility Locating Services**  
**March 12, 2024**

**1. SUMMARY**

**1.1. Request for Proposals:** The City of Greensboro Water Resources Operations Division is soliciting proposals from qualified Companies or Businesses with proven experience and expertise to provide/perform Underground Utility Locating Services for the City's underground water and sewer facilities in designated areas. Services provided must be consistent with North Carolina General Statutes Section 87-107 and 87-112 which is part of the "Underground Damage Prevention Act."

**1.2 Services To Be Provided:** Consultant's services will generally consist of the following:

- (1.) Provide sufficient qualified staff and equipment for locating underground water and sewer facilities, as directed by the City, to fulfill its duties under this contract.
- (2.) The City provided maps and records shall be store and safeguarded. Records shall not be disclosed or made available to persons not approved by the City.
- (3.) Maintain records appropriately to support the invoicing and recording requirements set forth in this contract. The Contractor agrees to a records retention period of six (6) years.
- (4.) For each request received the Contractor shall visit the excavation site and locate the City's facilities as required by the Code of laws of North Carolina's "Underground Utility Damage Prevention Act" unless City representatives determine that the location is in an area where no City owned facilities exist.
- (5.) For each locate request received the contractor shall be responsible for adequacy of excavator notification in compliance with the Code of Laws of North Carolina's "Underground Utility Damage Prevention Act".
- (6.) For each normal request, the Contractor shall complete the requirements of duties 4 and 5 listed above within two (2) business days of receiving the request.
- (7.) The Contractor may be requested **by the City** to provide such additional services as site surveillance, maintenance of marks and flags, and stand-by protection.

Such additional services must be specifically approved by the City prior to commencement of work.

- (8.) The Contractor will investigate all incidents of damage for accuracy of the locate and/or locates, and will submit to the City a written report of said investigation within five (5) business days. The Contractor will maintain a copy of the written report for a period of six (6) years. The Contractor will give testimonial support in cases where deemed necessary by the City.
- (9.) The Contractor shall locate all of the City's locatable facilities at an excavation site in accordance with the Code of Laws of North Carolina's "Underground Utility Damage Prevention Act". The Contractor shall be liable for all damages when a valid request to locate locatable facilities has been made, unless the locate was made within the required accuracy. In such cases, the contractor shall assist in recovery of any damages.
- (10.) The Contractor shall notify the excavator of the presence of any identifiable, but un-locatable, facilities of the City and caution the excavator that any location information supplied may not be within the definition of reasonable accuracy.
- (11.) The Contractor shall utilize all information transmitted by the City solely for the purpose of performing locates on behalf of the City.
- (12.) The Contractor shall provide one location technician, working 40 hours a week excluding holidays recognized by the city, (Current list of City recognized holidays: New Year's Day, MLK Jr. Day, Good Friday/Spring Break, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Christmas/Winter Break) with all the required equipment including a vehicle, paint, flagging, locating equipment, etc. to perform the services requested.
- (13.) The Contractor shall be responsible for paying the City of Greensboro's NC811 membership monthly ticket transaction fees.
- (14.) The contractor shall be responsible for paying the (estimated) annual dues to Norfield for Locator LOGIX, the NC811 ticket management system the City of Greensboro uses. The estimated annual cost is \$12,500. X 3 = \$37,500. If awarded all three years of this contract.

## **2. ENVISIONED SCOPE SERVICES**

### **2.1 Contract Schedule**

The envisioned contract schedule is as follows:

<u>Item</u>	<u>Date</u>
City issues Notice-To-Proceed	On or before June 1, 2024
Complete Project	By June 30, 2027

### 3. RFP SUBMITTAL REQUIREMENTS

**3.1 General:** Any questions regarding this RFP shall be submitted in writing to [danny.simmons@greensboro-nc.gov](mailto:danny.simmons@greensboro-nc.gov). **The deadline for questions will be Tuesday, April 2, 2024.** All questions will be answered by Addendum by April 3, 2024. Addendums should be acknowledged with the bid submittal. Please submit one original and two copies of your proposal in a sealed envelope/package, to be received by the City **no later than 12:00 PM, April 10, 2024** to the attention of:

**Danny Simmons**  
**City of Greensboro**  
**Water Resources Operations Division**  
**2602 S. Elm-Eugene St.**  
**Greensboro, North Carolina 27406**

In the interest of fairness to all the Contractors and to assist the City with timely review, proposals received after the scheduled receipt time stated above will not be accepted and will be returned to the sender marked "LATE". All proposals received on time become the property of the City and will not be returned. Faxed or e-mailed proposals will not be accepted.

**3.2 Proposal Organization:** To facilitate the City's review, bidders submitting proposals are requested to organize their responses in the format below. If a bidder wishes to submit additional information or documentation to support or strengthen their proposal; such information may be submitted separately in appendices. Each RFP 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. The cover letter should include the name, address and telephone number of the locating company submitting the proposal with a description of its legal entity and date of its incorporation/organization.
- Table of Contents, with page numbers
- Information on the following topics:



- a. **Statement of Qualifications:** Please list and describe qualification you feel relevant to this RFP. At a minimum bidder should have five (5) years of experience providing locating services for water and sewer lines.
  - b. **Deliverables:** Please list and describe the contents and format of the project deliverables, based on the scope of the project outlined in this RFP. Example: Contractor enters a Member Response Code to each site visit in NC811 database for each locate ticket. Example: 30-not complete, 20-marked, 10-no conflict, etc
  - c. **Certification/ Training:** Please list any certifications and or training that you feel relevant to the scope of work.
  - d. **Terms and Conditions of the Contract:** The City proposes to use a standard City of Greensboro contract for professional Underground locating services. This information will be provided to the selected contractor during contract and scope negotiations. Should the Contractor have any special or unusual contract conditions or limitations, the City should be advised of these in this section of the proposal.
  - e. **Preliminary Cost Estimate:** Please provide an estimate of the cost of the project based on the envisioned scope of work and project deliverables described in the RFP. The project cost estimate should be sufficiently detailed and include itemized estimates of time, labor, and materials to successfully complete the proposed contract. Please provide your firm's estimated cost for a 40 hour work week, as well as total cost (lump sum) for the project term of 2 years.
  - f. **References:** Please provide the name, telephone number, and address of at least three references, including one municipality, for whom your firm provided professional services similar to this project and whom the City of Greensboro may contact regarding your firm's performance.
- **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%20Certified%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](mailto: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.

A Selection Committee will be used to rate each proposal based on the following criteria:

1. Responsiveness to the RFP – Firm provided all required information for a successful response. See matrix example below.
2. Understanding of the project and scope of services.
  - a. Years of experience locating water and sewer infrastructure
  - b. Number of chargeable damage expense claims with the last five years
  - c. Please provide three references (preferably in North Carolina) within the last two year
3. Qualifications of personnel/staff.
4. Capacity (municipal experience, references)
5. Availability and flexibility of consultant
6. Local Preference (Guilford County – see “Attachment B”)
7. Cost of services rendered
8. M/WBE Utilization

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.

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

- Danny Simmons, Operations Support Supervisor
- Patrick Smith, Operations Superintendent
- Adam Conn, Operations Manager
- Daniel Halterman, WR Financial Analyst
- Ryan Wicker, Engineering Construction Inspections Supervisor

- Shadi Zeidan, Interim M/WBE Coordinator

## 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.”
- 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 three Electronic submission of questions is acceptable. The deadline for questions is April 2, 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 some or 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 professional services contract over the term of the contractual service agreement.
- 5.6. RFP Cancellation:** The City of Greensboro may cancel this RFP, completely or in part, at any time before the opening of the proposals.
- 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 from date of award through June 30, 2027.
- 6. 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 RFP	March 12, 2024
Deadline for Proposal Questions	April 2, 2024
Completed Proposals due to City	April 10, 2024 by 12:00 pm
City review of Proposals and Selection Of Short List of Consultants	April 15, 2024
Interviews with potential Consultants	April 16, 2024
City selects Most Qualified Consultant	On or before May 3, 2024
Complete contract negotiations with selected Contractor	On or before May 3, 2024
Submittal of complete and signed Contract documents by the selected Consultant to the City.	On or before May 3, 2024
City formal approval and signature of Contract	On or before May 10, 2024
Written Notice-To-Proceed (NTP)	On or before June 1, 2024

**End of Request for Proposal**



**Water Resources Matrix for RFP's**  
**Rank each proposal and list your reasons or comments.**

<b>Points</b>	<b>Selection Criteria</b>	<b>Vendor Name</b>	<b>Vendor Name</b>	<b>Vendor Name</b>	<b>Comments (please provide)</b>
5	Responsiveness to the City's RFP – Firm provided the required information and/or additional information in their response.				
20	Understanding of the Project and Scope of Services				
25	Qualifications/Experience of Personal/Staff (Firms contact information and range of services (5); credential of project personnel & qualifications of firms(s) including partnering & teaming arrangements (10); demonstrated ability to carry out projects on time and within budget (10)				
10	Capacity: Experiences 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 Contractor				
5	Local Preference				
15	Cost of services rendered				
10	Respondents that are certified M/WBE Prime Bidders will be awarded 10 (ten) evaluation points. Respondents using a certified M/WBE firms on their teams will be awarded 5 (five) evaluation points. Please note: If you are using subcontractor(s), (M/WBE or non-M/WBE) respondent must complete Affidavit C and submit with your response.				
	<b>Average Total Score (rounded to nearest whole number)</b>				

**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 pre-audit and post-audit 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 sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity, 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 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**

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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).*

<b>Total NON-M/WBE Utilization Commitment</b>	
<b>Total MBE Utilization Commitment</b>	
<b>Total WBE Utilization Commitment</b>	

(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 _____