

# Request for Qualifications



## Winston-Salem

Recreation and Parks Department

# Playground Renovations

The City of Winston-Salem Recreation and Parks Department seeks qualified firms or teams to perform a detailed analysis of the existing conditions of Skyland Park, Lockland Park, and Reynolds Park playgrounds and develop a plan to replace them. The playground analysis will include, but is not limited to, demolition, site preparation, code compliant features, safety surfacing, and cost analysis of each location.



Project Manager Contact Information:  
Renata Owens, Parks Superintendent  
City of Winston-Salem  
Recreation and Parks Department  
(336) 734-1222  
[renatao@cityofws.org](mailto:renatao@cityofws.org)

## **REQUEST FOR QUALIFICATIONS / LETTER OF INTEREST**

Private firms are invited to submit letters of interest for providing the requested architectural services to the City by **3:00 PM July 22, 2019**. Letters of interest submitted after this deadline will not be considered. The submittal, in PDF format, should be submitted to Renata Owens, Parks Superintendent, to the following email address: [renatao@cityofws.org](mailto:renatao@cityofws.org). Firms submitting Letters of Interest are encouraged to carefully check them for conformance to the requirements stated above. If Letters of Interest do not meet these requirements, they will be disqualified. No exception will be granted.

All questions concerning this request for Letters of Interest or the scope of this work should be directed to Renata Owens, Parks Superintendent: [renatao@cityofws.org](mailto:renatao@cityofws.org). Questions will be accepted until **3:00 PM, July 15, 2019** and will typically be responded to within one business day. If you feel the information provided is inadequate to submit a Letter of Interest, please contact Renata Owens.

### **PURPOSE OF RFQ AND SCOPE OF SERVICES:**

The City of Winston-Salem has many parks, recreational facilities, and natural areas for active and passive recreation that help make it a desirable place to live. Proposals for development or the redevelopment of new and existing parks are based on needs analysis. Due to the increasing use and growth within the community surrounding Skyland Park, Lockland Park, and Reynolds Park, the City of Winston-Salem Recreation and Parks Department would like to replace the existing playgrounds with accessible, code compliant, and innovative designs to serve the residents in the years to come.

This project would provide a detailed analysis of the existing conditions of Skyland Park, Lockland Park, and Reynolds Park playgrounds and develop a plan to replace them. The playground analysis will include, but is not limited to, demolition, site preparation, code compliant features, safety surfacing, and cost analysis of each location.

See APPENDIX A, "SITE DETAILS" for specific information on Skyland Park, Lockland Park, and Reynolds Park and the services sought by this RFQ.

The City of Winston-Salem Recreation and Parks Department seeks qualified firms or teams to provide schematic designs, design development, and construction documents for Skyland Park, Lockland Park, and Reynolds Park.

The Statements of Qualifications sought by this RFQ for playgrounds renovations at Skyland, Lockland, and Reynolds Park include:

**Schematic/Cost Estimates:** A preliminary schematic level color design will be developed. This design will reflect probable costs of replacement.

**Presentations:** Preliminary recommendations will be presented to Recreation and Parks staff. Input will be retained and considered for a final design effort.

**Final Schematic:** Working closely with City staff, a final rendered schematic level color design document will be prepared.

**Final Report:** Designer will present the final Playground Replacements at Skyland Park, Lockland Park, and Reynolds Park to the Recreation and Parks Department for review and approval.

**Design Development:** Technical information about special systems to be incorporated into the project; outline specifications and more detailed drawings to establish the size and character of the entire project including drainage systems.

Construction Drawings and Specifications: Drawings and specifications that may include Demolition, Staking or Layout, Grading and Drainage, Irrigation, Site Furnishings, Landscaping, Details, Signage Plans, and their respective specifications for bidding.

Construction Estimate: A final construction cost estimate that details all items as they relate to construction and permitting.

City and Public Participation: The approach suggested by the Designer should include steps designed to ensure that the final product will be developed in close consultation with City staff. The approach should allow the Designer to make revisions based upon those consultations and funding restrictions, as well as upon comments received from the public and appointed or elected bodies as described above.

City of Winston-Salem Responsibilities: Arranging, scheduling, and providing facility space for meetings. Providing the Designer with copies of relevant City of Winston-Salem plans, ordinances, design guidelines and special plans relating to park and surrounding sites that relate to or impact the park.

The City of Winston-Salem, through its Parks Superintendent, Renata Owens, will work closely with the Designer to answer questions, make decisions, provide guidance and assist with coordination where needed. The City's responsibilities do not include doing research and design tasks for the consultant.

## **SELECTION CRITERIA**

Please do **not** submit fee information with your submittal. The City selects firms to provide professional services based on demonstrated competence and qualification. Once a firm is selected, the City will enter into contract negotiations with that firm; and, as part of that negotiation, will determine a fair and reasonable fee for the services to be provided. The City reserves the right to terminate negotiations with the selected firm(s) and proceed to negotiate with other firm(s) should contract/fee negotiations fail. Once a firm is selected, a detailed scope of services (broken down by specific milestone events/deliverables), and associated fee proposal, and implementation schedule will be refined, agreed to and once signed, will be identified and attached to the City's standard professional services agreement form.

Any firm wishing to be considered must be properly registered with the Office of the Secretary of State. The Designer(s) performing the work and in responsible charge of the work must be registered in the State of North Carolina and must have a good ethical and professional standing. It will be the responsibility of the selected private firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting a Letter of Interest. The firm must have the financial ability to undertake the work and assume the liability. The selected firm(s) will be required to furnish proof of Professional Liability insurance coverage in the minimum amount of \$1,000,000.00 per claim. The firm(s) must have an adequate accounting system to identify costs chargeable to the project.

All qualified firms who submit responsive Letters of Interest will be considered. The evaluation of these firms will be based on the firm's overall experience, past performance, knowledge, and familiarity with type of work required, and the experience of proposed staff to perform specific work required, including any sub-consultants.

Priority consideration will be given to firms that maintain an office in North Carolina and staffed with an adequate number of employees deemed by the City to be capable of performing a majority of the work required.

The City of Winston-Salem in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **FORMAT FOR SUBMISSION OF A LETTER OF INTEREST**

The Qualification should be divided into the individual sections listed below. Proposers are urged to include only information that is relevant to this specific project so as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFQ and emphasize the Proposer's demonstrated capability to provide services of this type.

All requirements and questions should be addressed and all requested data should be supplied. The City reserves the right to request additional information which, in its opinion, is necessary to ensure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

All Letters of Interest should be limited to eighteen (18) pages (**unless additional pages are needed to document good faith efforts related to the MWBE goal**), including the cover sheet. Letters of Interest containing more than 18 pages will not be considered. In order to reduce printing costs and to facilitate recycling, we request that only electronic Letters of Interest in PDF format be submitted prior to the deadline. The PDF copy should be e-mailed to [renatao@cityofws.org](mailto:renatao@cityofws.org).

### **Section I - Cover/Introductory Letter**

The introductory letter should be addressed to Renata Owens, Parks Superintendent, and signed by a principal in the firm with the authority to submit the proposal on behalf of the firm. The letter should be no more than two (2) pages and should contain the following information:

- Expression of firm's interest in executing the work;
- Statement of any possible conflicts of interest; and
- Summation of information contained within the letter of interest, including an email address and telephone number for the firm's contact person.

### **Section II - Evaluation Factors**

This section is limited to five (5) pages and should contain information regarding the professional and technical experience, background, and qualifications of the firm. The Proposer should show that their firm possesses demonstrated experience in all areas of the project scope by providing the following:

- Identify project personnel to be used on the project, their qualifications, experience. Clearly explain their role and the percentage of involvement;
- Understanding of project (site and structure conditions and safety concerns, etc.);
- Unique qualifications of key team members;
- Proposed schedule for completion;
- Identify type and location of a minimum of three (3) similar projects completed by the firm or its sub-consultants within the last five (5) years

### **Section III - Supportive Information**

This section is limited to eight (8) pages and should contain the following information:

- Capacity Chart/Graph (available work force);
- Organizational chart indicating personnel to be assigned by discipline;
- Resumes of key personnel;
- Names, classifications, and location(s) of the firm's North Carolina personnel and resources to be assigned to the work;
- Professional licenses/certifications of the firm; and
- Other relevant information

**Section IV – MWBE Affidavit of Minority Participation/Good Faith Efforts**

This section is limited to three (3) pages, **unless additional pages are required to show good faith (please refer to pages 7 through 20)** efforts and should contain the following information:

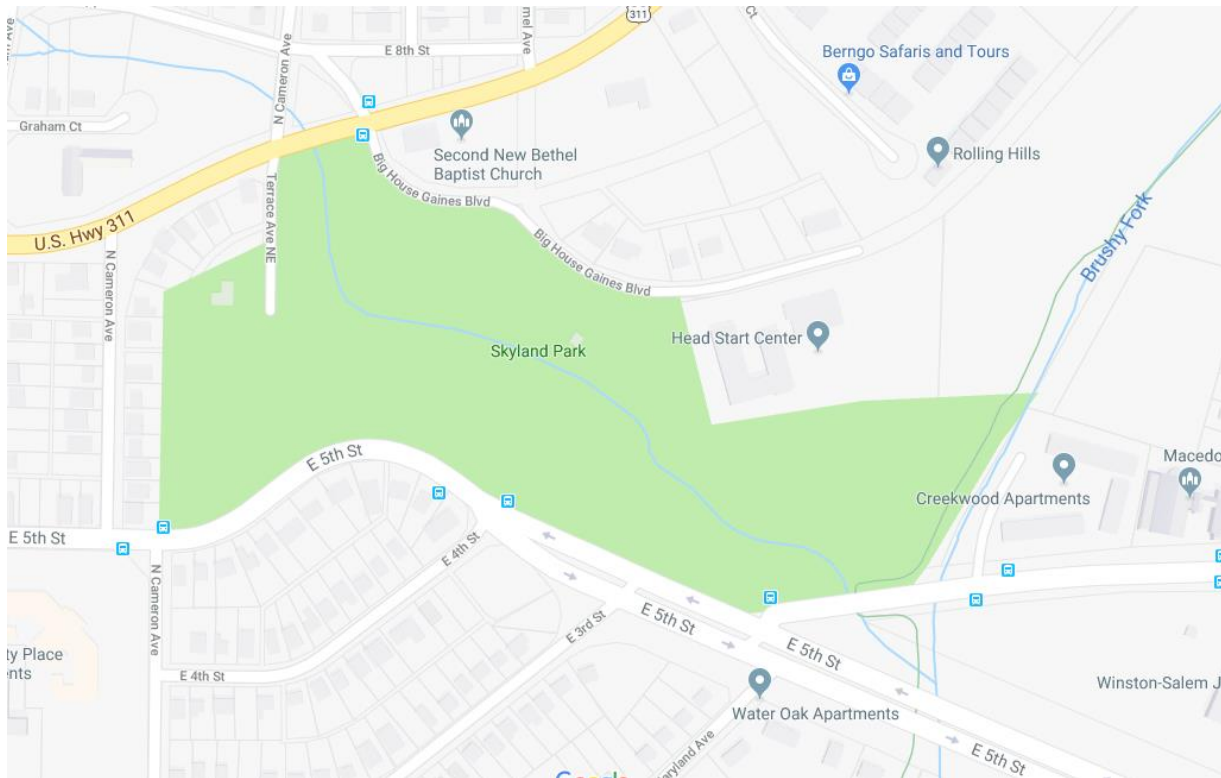
- Fully-executed Affidavit
- Any additional backup information showing good faith efforts

The firm selected will be notified by telephone and email. Notification will not be given to those firms not selected.

## Appendix A: Site Details

<b>Project Name:</b>	Playground Replacements at Skyland Park
<b>Project Location:</b>	Take 52 North to Martin Luther King Jr. Dr. East, Then Turn Left on New Walkertown Road, Then Turn Right on Big House Gaines Blvd. Park is on the right.
<b>Address:</b>	1890 New Walkertown Road, NC 27101
<b>Size:</b>	Approx. 14.97 acres

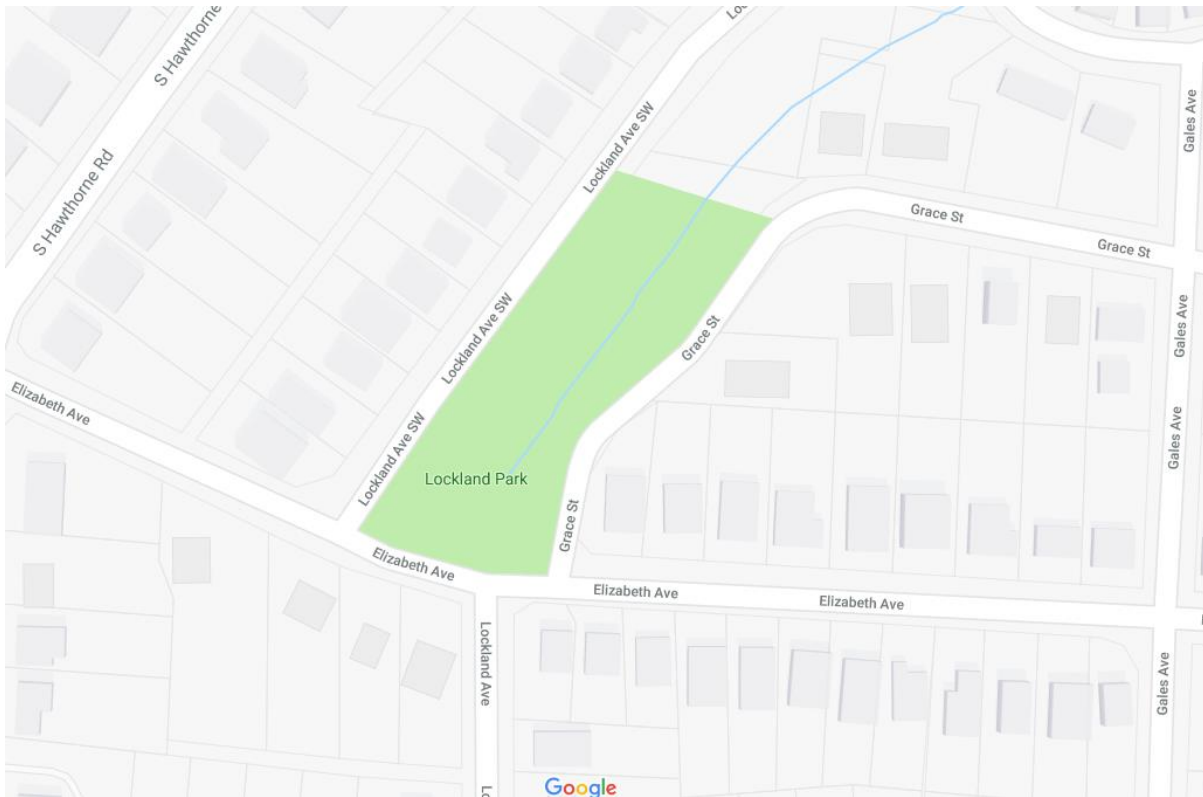
### Location Map:



## Appendix A: Site Details

<b>Project Name:</b>	Playground Replacements at Lockland Park
<b>Project Location:</b>	Take Business 40 East to Cloverdale Ave Exit, Straight through light, continue onto Queen Street, Turn Right onto Lockland Ave. Park will be on your left.
<b>Address:</b>	401 Lockland Ave. Winston Salem, NC 27103
<b>Size:</b>	Approx. 1.87 acres

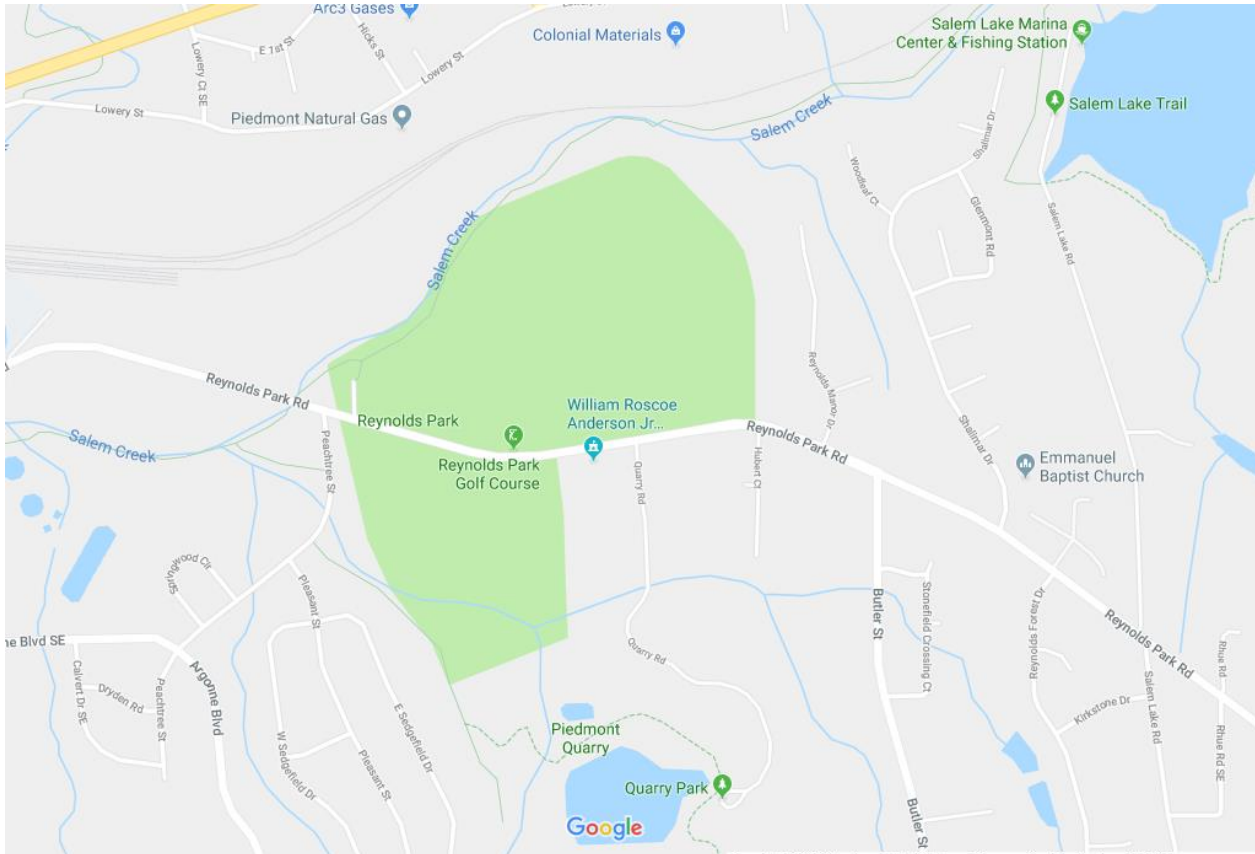
### Location Map:



## Appendix A: Site Details

<b>Project Name:</b>	Playground Replacements at Reynolds Park
<b>Project Location:</b>	Take 52 North to Research Pkwy. Turn Right on Research Pkwy East. Then Turn Left on Martin Luther King Jr. Dr. Then Turn Right on Reynolds Park Rd., Park will be on the Left.
<b>Address:</b>	2401 Reynolds Park Rd. Winston Salem, NC 27107
<b>Size:</b>	Approx. 220.3 acres

### Location Map:





## **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PROGRAM PARTICIPATION**

### **SPECIAL INSTRUCTIONS FOR PROPOSALS ESTIMATED TO COST MORE THAN \$100,000 REGARDING COMPLIANCE WITH THE CITY OF WINSTON-SALEM'S AND/OR CITY/COUNTY UTILITY COMMISSION'S MINORITY AND WOMEN BUSINESS ENTERPRISE (M/WBE) PROGRAM**

#### **Policy**

It is the policy of the City of Winston-Salem and/or the City/County Utility Commission (an agency of the City of Winston-Salem), that minority and women-owned business enterprises shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with City and/or Commission funds.

#### **Obligation of Proposers**

Proposers agree to use their best efforts to comply with all the terms and conditions of the City of Winston-Salem's and/or City/County Utility Commission's Minority and Women Business Enterprise (M/WBE) Program, as the same may be amended from time to time, through the award of subcontracts to minority and women-owned business enterprises and utilization of minority and women-owned business enterprise suppliers to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority and women business" shall mean a company that is 51% or more owned and controlled by minority group members or women.

A **10%** goal for participation by minority and women-owned businesses has been established for this service. A proposer may meet this goal through the participation of M/WBE sub-consultants and/or through his/her own performance on the project if the proposer is a certified minority/woman-owned firm. If it is the normal practice of the proposer to perform all elements of this type of service with its own workforce and without the use of sub-consultants, the proposer must certify, by the submission of Affidavit B, that if they do employ any sub-consultants during the contract, that they will be subject to the M/WBE goals originally established for this service. The utilization of M/WBE firms accounts for 20% of the evaluation and scoring, and will not be allocated to proposals in which an Affidavit B is submitted. A proposer may meet the 10% goal through the participation of M/WBE sub-consultants and/or through their own performance on the project if the proposer is a certified minority and/or woman-owned firm.

Firms are highly encouraged to consider any and all possibilities for M/WBE participation. A complete list of State of North Carolina HUB certified MBE's and WBE's is available at <https://www.ips.state.nc.us/vendor/searchvendor.aspx?t=h>. The 10% M/WBE goal may be satisfied by an entity that qualifies as a Minority Business Enterprise under N.C. General Statute 143-128, and that has been certified by the State of North Carolina's Office for Historically Underutilized Businesses at the time of the proposal. If an entity is certified as a Minority Business by a state other than North Carolina, proof of certification must be submitted with the proposal. Beginning September 3, 2018, all firms must HUB certified at the time the proposal is submitted.

During the course of the contract, successful consultant will be required to submit ***Minority Documentation for Contract Payments, Affidavit F***, with each monthly pay application. Final payment will be withheld until the consultant completes and submits an ***Affidavit of Payment to M/WBE Sub Consultants***. The City, however, at its discretion may require additional periodic reports. Final payment will be withheld until the goal percentages for M/WBE participation, previously agreed to by the successful consultant, have been confirmed by the City and/or Commission.

**MWBE DOCUMENTATION-** Firms are required to include the following documentation with the proposal. **Failure to do so will render your proposal as non-responsive:**

- Identification of Minority Business Participation- must be submitted with your letter of interest if your firm will employ any sub-consultants on this project; and
- Affidavit A- Listing of Good Faith Efforts; or
- Affidavit B- Intent to Perform Contract with Own Workforce, if the proposer intends to perform 100% of the work required for the contract without the use of sub-consultants.

**Additional M/WBE Forms-** To be utilized by the firm that is awarded the contract with the Owner

- Affidavit E- Minority Utilization Commitment Form
- Affidavit F- Minority Documentation for Contract Payments, M/WBE Replacement Request Form, and the Final Affidavit of Payment to M/WBE Sub-consultants.

It is mandatory that the **Identification of Minority Business Participation form** and **Affidavit "A" Listing of Good Faith Efforts** be properly completed, and notarized as defined in the document specifications and submitted with the Bid/Proposal

(unless the prime consultant/contractor intends to perform 100% of the work with Own Workforce and properly executes Affidavit B). If the proposer is a certified M/WBE firm, and will be performing less than 100% of the work, then the proposer should indicate the percentage/dollar amount that they will perform, in addition to the remaining work performed by other M/WBE firms.

The **Identification of Minority Business Participation form** must include all M/WBE firms to be used on this project and the total percentage of the proposal that will be performed by businesses who will be subcontractors, vendors, or suppliers on this project. Additional information such as business phone number, work types, city/state, and minority category are important and useful. Failure to list, at a minimum the business name and the total percentage and/or dollar amount of firms contracting will render your proposal as non-responsive and will not be considered for award. If the proposer has no minority participation, they shall indicate this by entering the word “none” or the number “0.”

The **Affidavit B Intent to Perform Contract with Own Workforce** form must be executed with the Proposal/Bid **only** if the prime consultant/contractor intends to perform 100% of the work required for the proposal/contract without the use of sub consultants. If the prime consultant/contractor is an M/WBE firm, they must indicate such on Affidavit B in order to receive the full 20% credit during the evaluation.

Actual participation achieved or offered shall not be determinative on the issue of good faith efforts. Further, if other factors, other than factors (a) through (g) listed on Affidavit A, are considered, they may be used to credit the contractor’s good faith efforts, but not to discredit them.

In accordance with the **Minority Utilization Commitment Form “Affidavit E”**, no sub consultant/subcontractor who is identified and listed on Affidavit E may be replaced with a different sub consultant/subcontractor unless:

A) the sub consultant/subcontractor’s proposal/bid is later determined by the prime consultant/contractor to be non-responsive or non-responsive, or the listed sub consultant/subcontractor refuses to enter into a contract for the complete performance of the work, or

B) With the approval of the City of Winston-Salem M/WBE office for the good cause demonstrated. Prior to substituting a sub consultant/subcontractor, the prime consultant/contractor shall identify the substitute sub consultant/subcontractor and inform the City of Winston-Salem M/WBE office of its good faith efforts; including the MWBE Replacement Request Form.

Questions or inquires relative to City of Winston-Salem’s Minority and Women Business Enterprise (M/WBE) Program must be directed to **Tiesha Hinton, Business Inclusion Manager** at [tieshah@cityofws.org](mailto:tieshah@cityofws.org) or phone 336-734-1262.

**\*\*\*MUST BE SUBMITTED WITH PROPOSAL\*\*\***

(unless the consultant intends to perform 100% of the work with Own Workforce)

**IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION**

\_\_\_\_\_  
(Name of Project)

I, \_\_\_\_\_  
(Name of Consultant)

do hereby certify, as \_\_\_\_\_ (insert title and name of company)  
that on this project, \_\_\_\_\_ (insert name of company) will use the following  
M/WBE firms as consultants. A proposer may meet the 10% goal through the participation of M/WBE sub-  
consultants and/or through their own performance on the project if the proposer is a certified minority and/or  
woman-owned firm.

The Proposer shall identify on its proposal the M/WBE firms to be used on this project as subcontractors, vendors, or  
suppliers **and** the total percentage of the proposal that will be performed by each minority business. **Failure to list, at a  
minimum, the minority firm business name and the total percentage of M/WBE firms contracting will render your  
proposal as non-responsive and will not be considered for award.** If the Proposer has no minority participation, they  
shall indicate this on the table below by entering the word "None" or the number "0." **Blank forms will not be deemed to  
represent zero participation.**

Minority Firm Name Phone Number	City-State	Minority Category*	Type of Work	Percent of Project Work
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____

\* Minority Categories: Black, African American (B), Hispanic (H), Asian American (AA), American Indian (AI), Female (WF), Socially and Economically Disadvantaged (SE), and Disabled (D).

The total percentage of M/WBE firms contracting will be \_\_\_\_\_%

**\*\*\*MUST BE SUBMITTED WITH PROPOSAL\*\*\***

(Unless the prime consultant intends to perform 100% of the work with Own Workforce)

**AFFIDAVIT A: GOOD FAITH EFFORTS**

Project: \_\_\_\_\_

A 10% goal for participation by minority/women owned businesses has been established on this proposal. A proposer may meet this goal through the participation of M/WBE sub-consultants and/or through their own performance on the project if the proposer is a minority/woman-owned firm. Please list below all M/WBE firms to be used on this proposal.

Affidavit of \_\_\_\_\_  
(Name of Proposer)

I hereby do certify that this documentation is a true and accurate representation of my MWBE participation and my good faith efforts. (Attach additional sheets if required).

Minority Firm Name City-State	Phone Number	Minority Category*	Type of Work	Percent of Project Work
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

\*Minority Categories: Black, African American (B), Hispanic (H), Asian American (AA), American Indian (AI), Female (WF), Socially and Economically Disadvantaged (SE), and Disabled (D).

If the established 10% goal for participation by minority/women owned businesses is not achieved, the **proposer must provide, with the proposal, the following documentation** to the Owner of their Good Faith Efforts to meet the goals set forth in these provisions.

Examples of documentation include, but are not limited to, the following evidence.

✓	Description	Points	Awarded Points
_____	(a) Did your firm advertise in general circulation, professional association, or minority focus media concerning subcontracting opportunities? <b>NOTE: A consultant must advertise in all three media to receive full value for this item. Each medium is worth five points.</b>	15	_____
_____	(b) Did your firm provide written notice to a reasonable number of specific M/WBE firms that their interest in the contract is being solicited, at least 10 days before proposals are due to allow M/WBE firms time to participate? Please provide a copy of the solicitations sent to at least 3 minority firms from the source list provided by the owner for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall include a specific description of the work to be subcontracted, location where the RFP can be reviewed, and name of representative of the lead consultant.	15	_____

**GOOD FAITH EFFORTS (continued)**

✓	Description	Points	Awarded Points
_____	(c) Did you follow up initial solicitation of interest by contacting M/WBE firms to determine with certainty whether the M/WBE firms are interested? Please include telephone log of follow up calls you made to confirm interest.	10	_____
_____	(d) How did your company identify and select portions of the work to be performed by M/WBE firms in order to increase the likelihood of M/WBE participation? Please provide a copy of documentation where this information was included.	15	_____
_____	(e) What services were used from the City of Winston-Salem's M/WBE office; available minority community organizations; minority contractors' groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of M/WBE firms? Please provide a copy of this documentation. <b>Note: A proposer must utilize at least two agencies to receive full value. Each agency is worth five points.</b>	10	_____
_____	(f) Did your company negotiate a joint venture or partnership arrangement with minority firms to increase opportunities for minority participation when possible? Please provide copy of any documentation (could be included in Solicitation Letter) advising M/WBE firms what type assistance was available or outlining any other steps taken to fulfill this requirement.	10	_____
_____	(g) Did your company provide quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands? What procedures were initiated to fulfill this requirement and how were the M/WBE firms informed of this assistance? Evidence of implementation from previous projects in the past 5 years can be submitted. <b>Note: A proposer can receive up to 5 points for offering; 10 points for implementation.</b>	15	_____
<b>Total Points</b>		<b><u>90</u></b>	_____

**NOTE:** A proposer must accumulate at least **55 points** to demonstrate a “**Good Faith Effort**” was made. Partial points may be awarded when the complete requirement of an item is not met.

**GOOD FAITH EFFORTS (continued)**

**Identification of Minority Business Participation & Good Faith Effort Notarization**

Date: \_\_\_\_\_ Name of Officer: \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_

State of North Carolina, County of \_\_\_\_\_ Subscribed and sworn before  
me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Notary Public: \_\_\_\_\_ My commission expires: \_\_\_\_\_

**SEAL**

**SUBCONTRACTOR/SUPPLIER UTILIZATION FORM**

List below all non-M/WBE subcontractors and suppliers that you intend to use on this contract. NOTE: you will only receive credit for certified minority or woman-owned firms.

**Name of Project:** \_\_\_\_\_

**Name of Consultant:** \_\_\_\_\_

<b>Firm Name &amp; Phone Number</b>	<b>City-State</b>	<b>Type of Work</b>	<b>Percent of Project Work</b>

**AFFIDAVIT B**

**INTENT TO PERFORM CONTRACT WITH OWN WORK FORCE**

County of \_\_\_\_\_

Affidavit \_\_\_\_\_  
(Name of Firm)

I, hereby, certify that it is the intent of the aforesaid firm to perform 100% of the work required for the contract:

\_\_\_\_\_  
(Name of Project)

In making this certification, the Proposer states:

- That the proposer does not customarily subcontract elements of this type project,
- Normally performs, has the capability to perform, and will perform all elements of the work on this project with his/her own current work force, and
- Agrees to provide any additional information or documentation requested by the City of Winston-Salem in support of the above statement.

**The following information is requested and may be used during the proposal evaluation process.**

**Bidder certifies that:**

We ( ) are a Historically Underutilized Business (HUB) certified by the State of North Carolina.

We ( ) are a minority business enterprise

We ( ) are not a minority business enterprise

If yes, please identify in the appropriate box below:

- ( ) Black
- ( ) Hispanic
- ( ) Asian American
- ( ) American Indian
- ( ) Female
- ( ) Socially and Economically Disadvantaged
- ( ) Disabled

*\*Minority Categories: Black, African American (B), Hispanic (H), Asian American (AA), American Indian (AI), Female (WF), Socially and Economically Disadvantaged (SE), and Disabled (D).*

In the event the Proposer does not self-perform 100% of the work, the contract will be subject to the M/WBE goals originally established for this project, as well as, good faith efforts and documentation requirements of this program. The utilization of M/WBE firms accounts for 20% of the evaluation and scoring, and will not be allocated to proposals in which an Affidavit B is submitted. A proposer may meet the 10% goal through the participation of M/WBE sub consultants and/or through their own performance on the project if the proposer is a certified minority and/or woman owned firm.



**AFFIDAVIT B CONTINUED**

The undersigned hereby certifies that he/she has read this certification and is authorized to bind the Proposer to the commitments herein contained.

Date: \_\_\_\_\_

Name of Officer: \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

State of North Carolina, County of \_\_\_\_\_ Subscribed and sworn before me,

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

**SEAL**

**AFFIDAVIT "E"**

**MINORITY UTILIZATION COMMITMENT FORM**

Project: \_\_\_\_\_

Affidavit of: \_\_\_\_\_  
(Name of Proposer)

**Within thirty (30) days after award of contract**, the Proposer shall file Affidavit E identifying all M/WBE subcontractors for use on this project. No subcontractor who is identified and listed on this form may be replaced, substituted, or supplemented; nor can their scope of work be modified to include a different subcontractor unless:

- (a) Subcontractor's bid is later determined by the Proposer to be non-responsible or non-responsive, or the listed Subcontractor refuses to enter into a contract for the complete performance of the bid work, or
- (b) With the approval of the City of Winston-Salem M/WBE Office for good cause demonstrated. **Good Faith Efforts** as set forth in the Special Instructions to Proposers shall apply to the selection of a substitute Subcontractor. Prior to substituting a Subcontractor, the Proposer shall identify the substitute Subcontractor and inform the City of Winston-Salem M/WBE Office of its good faith efforts.

Minority Firm Name Phone Number	City-State	Minority Category*	Type of Work	Dollar Value
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

\* Minority Categories: Black, African American (B), Hispanic (H), Asian American (AA), American Indian (AI), Female (WF), Socially and Economically Disadvantaged (SE), and Disabled (D).

Failure to provide the documentation as listed in these provisions may result in rejection of the Bid and award go to the next lowest responsible and responsive bidder.

Date: \_\_\_\_\_ Name of Officer: \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_

State of North Carolina, County of \_\_\_\_\_ subscribed and sworn before  
me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

**SEAL**

**THIS DOCUMENT MUST BE SUBMITTED  
WITH EACH PAY REQUEST AND FINAL PAYMENT**

**AFFIDAVIT "F"**

**MINORITY DOCUMENTATION FOR CONTRACT PAYMENTS**

Prime Consultant: \_\_\_\_\_  
 Address & Phone Number: \_\_\_\_\_  
 Project Name: \_\_\_\_\_  
 Pay Application Number: \_\_\_\_\_ Period: \_\_\_\_\_

The following is a list of payments to be made to minority business sub-consultants on this project for the above mentioned period.

Minority Firm Name and Address	Minority Category*	Amount Paid For This Period	Amount Paid To Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\* Minority Categories: Black, African American (B), Hispanic (H), Asian American (AA), American Indian (AI), Female (WF), Socially and Economically Disadvantaged (SE), and Disabled (D).

Date: \_\_\_\_\_ Approved/Certified by \_\_\_\_\_

In addition to the list of payments above, I hereby certify that no sub-consultant that was identified and listed on Affidavit A- Minority Participation/Good Faith Efforts Form, has been replaced without approval from the City of Winston-Salem's M/WBE Division. Note: Additional M/WBE's can be added for new work only. In this case, please notify M/WBE staff.

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

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

Signature \_\_\_\_\_

THE ABOVE MENTIONED PROJECT IS APPROXIMATELY \_\_\_\_\_ % PERCENT COMPLETE

**TO BE COMPLETED AND SUBMITTED PRIOR TO FINAL PAYMENT BEING MADE**

**AFFIDAVIT OF PAYMENT TO  
M/WBE SUBCONSULTANTS**

The undersigned certifies that \_\_\_\_\_  
(Name of Proposer)

has made payment to all M/WBE sub-consultants listed below in accordance with the contract requirements for \_\_\_\_\_  
(Name of Project)

Your contractual requirement for this project is 10% with certified M/WBE firms.

Sub consultant	Address	Amount Paid

(Attached another sheet if needed)

Authorized Signature \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_  
(Name of Authorized Person)

appeared before me, being personally known, being duly sworn, did execute the foregoing affidavit, and did so state that he/she was properly authorized by \_\_\_\_\_  
to execute the affidavit and did so on his/her free act and deed. (Name of Bidder)

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

**SEAL**

**TO BE COMPLETED BY CITY**  
**M/WBE SPENDING**

Project: \_\_\_\_\_

Original Proposal Cost: \$ \_\_\_\_\_

Contractual Requirement: M/WBE 10%

Subcontract Spending: M/WBE \$ \_\_\_\_\_ %

Verified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
M/WBE Staff

## MWBE Replacement Request Form

It is the policy of Winston-Salem and the City/County Utility Commission (an agency of the City of Winston Salem), that minority and women-owned business enterprises shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with the City and/or Commission funds.

In accordance with the "Minority Utilization Commitment Form-Affidavit E", no sub-consultant who is identified and listed on this form may be replaced with a different sub-consultant unless: A) the sub-consultant's proposal is later determined by the consultant to be non-responsible or non-responsive, or the listed sub-consultant refuses to enter into a contract for the complete performance of the work, or B) With the approval of the City of Winston-Salem's M/WBE Division, good cause has been demonstrated. Prior to substituting a sub-consultant, the Consultant shall identify the substitute sub-consultant and inform the City of Winston-Salem's M/WBE Division of its good faith efforts; including the M/WBE Replacement Request Form. In order to meet the terms stated above, an M/WBE Replacement Request Form must be completed. Replacement of an M/WBE without written approval from M/WBE Staff is a violation of contract provisions and may result in the Consultant being disqualified from submitting proposals on future City and/or Commission projects.

If a committed M/WBE sub-consultant is terminated for a good cause, the Consultant shall make a Good Faith Effort to find another M/WBE sub-consultant to substitute for the terminated M/WBE. This Good Faith Effort shall be directed at finding another M/WBE to perform at least the same amount of work under the contract as the M/WBE that was terminated, to the extent needed to meet the contract goal established for the project.

**Replacement M/WBE:** \_\_\_\_\_

**Amount of Subcontract:** \_\_\_\_\_

**Work to be performed:** \_\_\_\_\_

**New Committed M/WBE Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

By signing this document, the Consultant, M/WBE, and City of Winston Salem's M/WBE Division acknowledges that the 5 days to respond was given, and concurs with the process of replacing the named M/WBE sub-consultant.

\_\_\_\_\_  
Original M/WBE Signature (where possible) Date

\_\_\_\_\_  
Consultant Signature Date

\_\_\_\_\_  
M/WBE Staff Signature Date

## INSTRUCTIONS FOR SUBMITTAL OF M/WBE REPLACEMENT REQUEST FORM

IN ADDITION TO SUBMITTING THIS FORM, THE CONSULTANT MUST ENSURE THAT THE FOLLOWING STEPS ARE SATISFIED.

1. Prior to starting the replacement process, the consultant is responsible for coordinating with the M/WBE sub-consultant to see if they are willing and able to perform the work as indicated in their contract. If the Consultant notices a reoccurring issue with an M/WBE sub-consultant, the Consultant shall notify the City of Winston Salem M/WBE staff and keep them abreast of the issues.

2. If the M/WBE sub-consultant cannot perform the work or if the Consultant shows good cause for replacement, M/WBE staff will coordinate with the Consultant to begin the M/WBE replacement process. M/WBE staff will coordinate with other City departments as appropriate.

*(Examples of good cause include: M/WBE fails or refuses to execute a written contract; M/WBE fails or refuses to perform the work of its subcontract consistent with normal industry standards; M/WBE fails to meet reasonable, nondiscriminatory bond requirements; M/WBE becomes bankrupt, insolvent, or exhibits credit unworthiness; M/WBE is ineligible to work because of suspension and debarment proceedings; M/WBE voluntarily withdraws from the project and provides written notice; M/WBE owner dies or becomes disabled and is unable to complete its work; or other documented good cause that compels termination. Good cause does not exist where the Contractor terminates a committed M/WBE for failure or refusal to perform the work of the subcontract results from bad faith or discriminatory action of the prime consultant.)*

3. Before requesting the City of Winston Salem's consent for the proposed termination/replacement of an M/WBE, the Consultant shall give written notice of the proposed termination/replacement, including the reason for termination/replacement, to the M/WBE firm with a copy to the City of Winston Salem M/WBE staff. The M/WBE shall be given **five days** to respond unless the five day requirement needs to be reduced, due to public necessity (e.g. safety).

4. After the notice period has passed, M/WBE staff will ensure that the Consultant has submitted all supporting documentation for the M/WBE replacement. Letters, phone logs, emails or any other correspondence between the Consultant, the M/WBE sub-consultant, and/or City staff will be considered supporting documentation. This documentation must provide valid reason(s) for replacement as well as the opportunity to correct the issue. Consultants cannot replace for convenience or perform the work with its own forces or those of an affiliate.

5. Once the Consultant is given approval by the City of Winston Salem M/WBE staff to replace an M/WBE sub-consultant, M/WBE staff will send notification to the City project manager and the City/County Purchasing Department for informational purposes.

6. Signature lines on form: Ideally, the form should contain the signature of the original M/WBE sub-consultant being replaced. However, if this is not possible (i.e. the M/WBE will not sign), the documentation supporting the decision and acknowledgement of the reasons for replacement of the M/WBE sub-consultant should be attached. The form shall also be signed by the replacement M/WBE to show their participation on the project as the new committed M/WBE.

**Evaluation Criteria**

All submittals received prior to the established due date/time will be evaluated and considered based on the completeness of the responses to the defined specifications. The City of Winston-Salem reserves the right to award this contract to the vendor deemed best suited to achieve the goals and desires outlined in this submittal.

Respondents will be evaluated for selection on the basis of the Proposer most qualified to meet the requirements of this RFQ. Major criteria to be considered in evaluation may include, but shall not necessarily be limited to:

- A. **M/WBE Commitment** – Proposer’s efforts to comply with all the terms and conditions of the City of Winston-Salem’s Minority and Women Business Enterprise (M/WBE) Program through award of subcontracts to minority and women owned business enterprises and utilization of minority and women owned business enterprise suppliers to the fullest extent consistent with the efficient performance of this contract.
- B. **Location of Business** - Proposer’s business location/distance from the City of Winston Salem. To be considered a local business, the firm should have a Professional Engineer, licensed in the state of North Carolina, listed as the engineer of record with the North Carolina Board of Examiners for Engineers and Surveyors and occupy the local office on average a minimum of 20 hours per week.
- C. **Proposed Plan** – The proposed plan in which the proposer details the approach they would follow to carry out the project, including detailed scheduled for completion.
- D. **Work Experience** - The background, education, and experience of the respondent in providing similar services elsewhere, including and especially the level of experience in working with municipalities, and the quality of services performed. Proposer should include a list of at least three (3) similar projects completed by the firm or its sub-consultants within the last five (5) years.
- E. **Understanding of Project** – The proposer’s demonstrated understanding of the project scope, background, and purpose, as well as any other pertinent details that would help exhibit clear understanding of potential project obstacles/challenges such as site/structure conditions, safety concerns, etc.
- F. **Staff Qualifications** – Unique qualifications and experience of key team members, including their role in the project and their percentage of involvement.

**The following “Weighted Scale” will be used to evaluate each proposal**

<b>Evaluation Criteria</b>	<b>Weight</b>
MWBE Commitment	20
Location of Business	20
Proposed Plan of Action	15
Work Experience	15
Understanding of Project	15
Staff Qualifications	15

### **Notice to Proposers:**

It is the policy of the City that an employee, officer, or agent of City may not participate in any manner in the bidding, awarding, or administering of contracts in which they, or a member of their immediate family, their business partner, or any organization in which they serve as an officer, director, trustee, or employee, has a financial interest.

The successful proposer must comply with all provisions of the Americans with Disabilities Act (ADA), the Equal Employment Opportunity Act (EEOA), and all rules and regulations promulgated thereunder. By submitting a proposal, the successful proposer agrees to indemnify the City from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA, EEOA, or the rules and regulations promulgated thereunder.

No special inducements will be considered that are not a part of the original bidding document.

#### **City's Rights and Options**

The City, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify this RFQ at any time
- To cancel this RFQ with or without the substitution of another RFQ
- To take any action affecting this RFQ, this RFQ process, or the services subject to this RFQ that would be in the best interests of the City
- To issue additional requests for information
- To require one or more service providers to supplement, clarify, or provide additional information in order for the City to evaluate the responses submitted
- To share the Proposals with City employees other than the Evaluation Committee or City advisory committees as deemed necessary
- To award all, none, or any part of the Services that is in the best interest of the City, with one or more of the Service Providers responding, which may be done with or without re-solicitation.
- To discuss and negotiate with selected Service Provider(s) any terms and conditions in the Proposals including but not limited to financial terms
- To negotiate a contract with a service provider based on the information provided in response to this RFQ

#### **Public Records**

Any material submitted in response to this RFQ will become a "public record" once the proposer's document(s) is opened and the proposer is determined to be a participant in the solicitation process and shall be subject to public disclosure consistent with Chapter 132, North Carolina General Statutes. Proposals submitted under this section shall not be subject to public inspection until a contract is awarded N.C.G.S 143-129.8(d).

#### **Trade Secrets/Confidentiality**

Proposers must claim any material that qualifies as "trade secret" information under N.C.G.S. 66152(3) in their response to this RFQ and must state the reasons why such exclusion from public disclosure is necessary and legal.

To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer should be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

**Do not attempt to designate your entire proposal as a trade secret, and do not attempt to designate pricing information as a trade secret.** Doing so may result in your bid being disqualified.



In submitting a proposal, each Proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who assist City in the selection process. Furthermore, each Proposer agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with disclosing any material, which the Proposer has designated as a trade secret.

The City reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

### **Familiarity with Laws and Ordinances**

The submission of a proposal on the services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state, and local laws, ordinances, rules, and regulations which affect those engaged or employed in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFQ documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the City in writing without delay.

The Proposer agrees that in carrying out this contract, compliance will be maintained with all applicable federal, state, and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act.

The Proposer certifies that the proposal is made in good faith and without collusion with any person making a proposal or with any officer or employee of the City.

The undersigned further agrees, in connection with the performance of this contract, not to discriminate against any employee or applicant for employment because of race, religion, color, gender, age, handicap, political affiliation, or national origin.

Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate proposal form will disqualify the proposer and the proposal will not be considered.

### **Ethics Policy / Code of Conduct**

The City of Winston-Salem has establish guidelines for ethical standards of conduct for City representatives and to provide guidance in determining what conduct is appropriate in particular cases. City representatives should maintain high standards of personal integrity, truthfulness, honesty, and fairness in carrying out public duties; avoid any improprieties in their roles as public servants including the appearance of impropriety; and never use their position or power for improper personal gain. In establishing an ethics policy, the City of Winston-Salem desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body. For a complete review of the City Policy as it relates to this solicitation, click the following link. <http://www.cityofws.org/bids>

### **Stimulation of the Local Economy**

In an effort to stimulate the local economy, foster development and promote efficiency in the provision of city services and the completion of various city projects, the City of Winston-Salem has undertaken an initiative to strongly encourage all parties contracting with the City of Winston-Salem to evaluate their internal operations and hiring practices and, where appropriate, to initiate efforts to stimulate the local economy by hiring applicants and contractors from the Winston-Salem/Forsyth County Area and by utilizing minority and women contractors and service providers. Such efforts to stimulate the local economy may be accomplished by posting job vacancies with the North Carolina Employment Security Commission, the Piedmont Triad Regional Council of Governments, and the Winston-Salem Urban

League; and utilizing the State of North Carolina Office for Historically Underutilized Business database <https://www.ips.state.nc.us/vendor/searchvendor.aspx?t=h> or other local resources such as the City of Winston-Salem M/WBE Program to identify Winston-Salem/Forsyth County based contractors and subcontractors. Stimulation of the local economy requires a collaborative effort of both the public and private sector. The city is committed to taking reasonable steps to achieve said goal.

**Iran Divestment Act**

Provider hereby certifies that it is not on the North Carolina State Treasurer’s list of persons engaging in business activities in Iran, prepared pursuant to NCGS 147-86.58, nor will Provider utilize on this agreement any subcontractor on such list. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer’s Office site: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>.

**Divestment from Companies that Boycott Israel**

Contractor hereby certifies that it is not on the North Carolina State Treasurer’s list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list.”

**E-Verify Compliance**

Per N.C.G.S. 143-133.3 “E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the CONTRACTOR utilizes a subcontractor, the CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.”

**THIS IS A SAMPLE CONTRACT FOR REFERENCE ONLY  
ACTUAL CONTRACT MAY DIFFER**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (hereinafter, this "Agreement"), entered into this \_\_\_\_ of \_\_\_\_\_, 20\_\_, by and between the **City of Winston-Salem**, a North Carolina Corporate Body (hereinafter, the "WSTA") and \_\_\_\_\_, (hereinafter "Contractor").

**WHEREAS**, the City and Contractor desire to enter into an agreement whereby Contractor shall provide the following service: **Professional Engineering/Architectural Services – Playground Renovations**.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations herein set forth, the sufficiency and adequacy of which is hereby acknowledged, the parties, and their respective successors, assigns, executors, administrators and legal representatives, hereby agree as follows:

**General Terms.** The Contractor shall provide the service set forth hereinabove, in consideration for the estimated payment of no more than \_\_\_\_\_ **Dollars** based on the prices submitted in your proposal, which is dated \_\_\_\_\_ attached hereto and incorporated herein by reference. Should any term of the attached proposal conflict with the terms contained in this agreement, the terms of this agreement shall control and supersede those terms of the Contractor's proposal. The Contractor warrants that it will perform the scope herein in a good and workmanlike manner and that it knows and is familiar with all applicable laws, regulations and standard practices regarding these services and has the expertise necessary to properly perform the obligations undertaken by this agreement. The Contractor, and its employees and subcontractors, shall perform the services herein as Independent Contractors and are not entitled to employee benefits of any kind. This agreement will not be construed in any way to be a joint venture, partnership or employer-employee relationship. The Contractor further understands and agrees that he is responsible for the payment of all state and federal income taxes. In addition, the Contractor shall provide the City a business license and any other licenses or certifications required by federal, state or local law as well as copies of any amendments or renewals thereof. The Contractor shall give the City at least thirty (30) days written notice prior to any cancellation, modification or non-renewal of any license and/or certification required by federal, state or local law. Neither party may assign, transfer or delegate any of the rights or obligations herein without the prior written consent of the other party. This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and the venue for any litigation arising out of this agreement shall be Forsyth County.

**Payment.** Contractor shall invoice City no more than once every 30 days. The City has the right to request that the Contractor provide reasonable documentation to support an invoice.

**Release and Indemnity.** The Contractor hereby releases and forever discharges the City, its agents, officers, officials, and employees, from all claims, demands, expenses, costs and liabilities of any kind or nature directly or indirectly related to any personal injury and/or property damage arising out of the performance of the service, except those claims that result from the sole negligence of the City or a City employee acting within the scope of the employment. The Contractor shall indemnify, defend and hold harmless the City, its agents' officers, officials, and employees from and against any and all claims, demands expenses, costs and liabilities of any kind or nature, directly or indirectly caused by, arising out of, or related to the intentional, negligent or reckless acts or omissions of the Contractor, and its agents or employees, in the performance of these services.

**Insurance.** During the performance of the service described herein, the Contractor shall:  
(1) Maintain Commercial General Liability to protect the Contractor, its subcontractors, and the City against all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any action, omission or operation by the Contractor or in connection with the services described herein. The insurance shall also include, coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than \$1,000,000 for each occurrence, respectively. The minimum liability coverage required may be increased depending on the nature of the services provided.

(2) Maintain Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate.

(3) Maintain Workers' Compensation insurance as required by North Carolina law.

(4) Provide to the City's Risk Manager, before beginning the service, an original, signed Certificate of Insurance, evidencing such insurance, naming the City as an additional insured and stating that the coverage is primary to any other coverage the City may possess. The Contractor shall furnish the City immediate written notice of any changes or cancellation of the policy. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the City's Risk Manager. Insurance coverage required in these specifications shall be in force throughout the Term. Municipal Exclusions, if any, for General Liability coverage shall be deleted. Should Contractor fail to immediately provide acceptable evidence of current insurance at any time during the Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the City for all available remedies – in equity and at law.

(5) The Contractor will secure evidence of all insurance policies of its subcontractors which shall be made available to the City on demand. The Contractor shall require its subcontractors to name the Contractor and the City as additional insured parties on the subcontractor's general and automobile liability insurance policies. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.

(6) Contractual and other Liability insurance provided under this contract shall not contain a supervision inspection or engineering services exclusion that would preclude the City from supervising and/or inspecting the project as to the end result.

**Termination.** Unless otherwise agreed upon in writing by the parties, this agreement may be terminated by either party for convenience with no less than ten calendar days' notice. In the event of termination, the Contractor will be paid for all services properly rendered to the date of termination and shall promptly discontinue all services affected (unless a termination notice from the City directs otherwise). In the event of any termination, the Contractor will be paid for all services properly rendered to the date of termination and she shall (i) promptly discontinue all services affected (unless a termination notice from the City directs otherwise); and (ii) deliver to the City all documents, data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing the services herein. Other than being paid for services properly rendered to the date of termination, Contractor hereby waives any and all other claims for lost profits, lost opportunity, and for any and all other direct, indirect special and consequential damages. In the event that the City terminates this agreement due to the Contractor's poor workmanship, failure to perform the service set out herein or, otherwise, for breach of the agreement, or in the event that the Contractor terminates this agreement for convenience or otherwise, the City may pursue and recover all remedies available at law or in equity, as these remedies are cumulative and do not exclude each other.

**Reuse of Documents.** All documents, including drawings, specifications, supporting calculations, computer software, etc., prepared by the Contractor pursuant to this agreement are instruments of service with respect to this agreement and Contractor shall provide at least one copy of each to City upon City's request. The reuse of these documents by the City or by others authorized by the City, whether in this project or any other project, entitles the Contractor to no additional compensation. The City reserves the right to require the Contractor to submit copies to the City of any service information and documentation during and after the completion of the service with the Contractors compensation being limited to the direct printing and copying expense and/or direct expenses to copy and supply computer information on a diskette. The Contractors indemnity, release and warranty are limited to the use contemplated in this agreement and Contractor shall not be liable to the City or any third party for any claim arising out of the use of the Contractors documents apart from this agreement.

**Notices.** Any notice or other communication herein shall be in writing and shall be sent via a method permitting confirmed receipt (such as registered U.S. mail or an overnight courier service such as Federal Express). All notices shall be confirmed by facsimile transmission. All notices shall be deemed given when deposited, postage prepaid, in the United States mail or to the overnight courier service, addressed as set forth below, or to such other address as any one party shall advise the other in writing:

If to the City:

Name:

Position:

Address:

If to the Contractor:

Name:

Position: Representative

Address:

**Severability.** If any provision of this agreement is held to be void, invalid, illegal or unenforceable under any law or regulation, such void, invalid, illegal or unenforceable provision shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor and this agreement shall be considered as if such void, invalid, illegal or unenforceable provision had never been including herein.

**Entire Agreement.** This agreement represents the entire understanding and agreement between the parties hereto relating to the services and supersedes any and all prior negotiations, discussions and agreement, whether written or oral, between the parties regarding same. Headings within the agreement are for convenience only and do not define, limit or construe the contents of such sections.

**Amendment or Modification.** With the exception of a properly executed purchase order(s) which the parties agree shall become a self-executing amendment(s) hereto, this Agreement shall not be modified except by another written document signed and executed by the City and the Contractor.

**Waiver.** Failure or delay on the part of the city to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver of any current or future default. Further, a waiver of one provision of this agreement is not a waiver of all or future provisions of this agreement.

**Safety Rules.** Contractor hereby acknowledges that it has reviewed and agrees to abide by the City's "Safety and Environmental Requirements for Contractors" located on the City's website – [www.cityofws.org](http://www.cityofws.org) – and whose specific address is:

<http://www.cityofws.org/Home/Departments/FinancialManagementServices/RiskManagement/Articles/EmployeeSafety>

**ADA, OSHA and Equal Opportunity.** The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (ADA), the State of North Carolina Occupational/Safety and Health Act (OSHA) and the State and Federal Equal Opportunity Statutes, as well as all rules and regulations promulgated thereunder.

**Suspension and Debarment.** Contractor hereby certifies that neither it, nor its agents or subcontractors: (1) are presently debarred, suspended, proposed for suspension or debarment from contracting by any Federal or State Department or Agency, or (2) have been declared ineligible or voluntarily excluded from contracting by or with any Federal or State Department or Agency. Any contract entered into with a contractor or subcontractor that has been debarred or suspended, declared ineligible or voluntarily excluded from contracting with or by any Federal or State Department or Agency may be terminated at the sole discretion of the City.

**E-Verify.** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

**Iran Divestment Act.** Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to **NCGS §147-86.58**, nor will Contractor utilize on this Agreement any subcontractor on such list.

**Divestment From Companies That Boycott Israel.** Contractor hereby certifies that it is not on the North Carolina State Treasurer’s list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list.

**Public Records and Confidential Information.** All non-confidential information and documents provided by the Company to the City shall be treated as a public record under N.C.G.S. 132-1 et. seq. All information or documents provided by the Company to the City and marked as “confidential” or with a similar designation under N.C.G.S. 132-1.2 will be treated by the City as confidential and will not be disclosed to any person without the prior written consent of the Company, if it meets the criteria outlined in N.C.G.S. 132-1.2 (1)(a through d). However, the Company hereby agrees that said confidential information can be reviewed internally by city staff and any appropriate city committee involved in the process of awarding city contracts. The Company agrees to indemnify and hold harmless the City, its officers, employees, elected officials and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as confidential pursuant to N.C.G.S. 132-1.2.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their duly authorized representatives and signed under seal effective as of the date first written above.

**CITY OF WINSTON-SALEM**

ATTEST:

\_\_\_\_\_(SEAL)  
Sandra Keeney, City Secretary

\_\_\_\_\_(SEAL)  
Lee D. Garrity, City Manager

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

Approved as to form and legality.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Lisa Saunders, Chief Financial Officer

\_\_\_\_\_  
Angela Carmon, City Attorney

**BUSINESS NAME**

ATTEST:

\_\_\_\_\_(SEAL)  
Authorized Signature

\_\_\_\_\_(SEAL)  
Authorized Signature

\_\_\_\_\_  
Print Name / Title (Corp Secretary or Officer)

\_\_\_\_\_  
Print Name / Title