



Request for Proposals

Kimberley Park Hydroponic Farm Management (REBID)

Proposals will be received until
12:00 Noon, Wednesday, January 11, 2023

Per Document Instructions

ADVERTISEMENT FOR PROPOSALS

Sealed proposals endorsed **Kimberley Park Hydroponic Farm Management** for the City of Winston-Salem will be received per document instructions by the City/County Purchasing Department **until 12:00 Noon, Wednesday, January 11, 2023**. Instructions for submitting proposals and/or receiving the complete RFP document specifications may be obtained during regular office hours by contacting Shantell McClam via email shantelm@cityofws.org. The City reserves the right to reject any or all proposals.

A **Mandatory** Pre-Proposal meeting will be held at **10:00 AM, Monday, December 19, 2022**, at Kimberley Park Hydroponic Farm located (**349 NW Crawford Place, Winston-Salem, NC 27105**). The purpose of this conference is to tour the facility, explain the scope of work and answer any questions related to this project.

The City's Project Manager will be available on-site to answer any questions concerning this work

Shantell N. McClam
Purchasing Director

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.

All bids must be firm and not subject to increase, unless specified within the provisions of this Request for Proposals (RFP) and mutually agreed upon by the City and the proposer.

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

The City reserves the right to hold proposals open for a period of sixty days (60) days after due date before making awards.

City's Rights and Options

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

- To supplement, amend, substitute or otherwise modify this RFP at any time
- To cancel this RFP with or without the substitution of another RFP
- Issuance of this RFP does not guarantee a contract will be awarded to any proposer
- To take any action affecting this RFP, this RFP process, or the services subject to this RFP 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 negotiate a contract with a service provider based on the information provided in response to this RFP

Public Records

Any material submitted in response to this RFP 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/Proprietary

Proposers must claim any material that qualifies as "trade secret, proprietary, or confidential" information under N.C.G.S. 66152(3) in their response to this RFP 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) submit any trade secrets in a separate attachment marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal,"** and **(b) stamp each page of the trade secret materials contained in the email attachment.**

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 RFP 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 has established 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 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 go to the following link: <https://www.cityofws.org/820/Procurement-Guidelines>

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://ncadmin.nc.gov/businesses/hub> 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.

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.”

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

Proposer 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."

Contract

The successful Proposer(s) for this service will be required to execute the City's "Independent Contractor Agreement," a sample copy of which is attached to this document. The Business may not begin work and a Purchase Order **WILL NOT** be issued until the individual doing business with or for the City has fully executed the contract document and the insurance requirements have been approved by the City. The City of Winston-Salem reserves the right to cancel the contract without prejudice or cause by providing a thirty (30) day written notice.

Contract Period

The successful bidder to the RFP can expect an initial contract for a term of 2 years, with the option for the City to extend this Agreement for as many as one (1) additional twelve (12) month periods, provided that both parties are in agreement and funds are made available for this purpose.

IMPORTANT: Winston-Salem City Code (Chapter 2, Article 1, Sec. 2-3) provides that the City may disqualify any business from bidding on contracts of the City if a business fails to perform satisfactorily on past or current projects.

Workforce Demographics

The **successful proposer** will be asked to complete Exhibit A (included in this document) and submit to the City. This exhibit, which identifies the workforce demographics for the business location providing the product or services to the City, is for information only to reflect generally the company's efforts to achieve diversity in the workplace in compliance with the applicable equal employment opportunity laws; however, this information is not dispositive of such and may not be used as the basis for awarding or rejecting a bid contract.

Public Health & Safety

To protect public health, including the health of city employees, and to slow the rate of transmission of COVID-19, all vendors, contractors and service providers, including their employees, officers, agents and subcontractors, conducting business with the City of Winston-Salem (collectively hereinafter "City Contractors") must align their operations, employment and safety practices with the guidance and recommendations of the CDC and OSHA relating to COVID-19 and the executive orders issued by Governor Roy Cooper and the Fourth Amended Declaration Issued by Mayor Joines, until further notice. All City Contractors must implement, adhere to, and enforce measures that require, amongst other things, frequent hand washing, the use of hand sanitizer, social distancing and the wearing of contractor-provided PPE including, but not limited to, face masks and gloves, recommended by the CDC, OSHA, the State of North Carolina or the City of Winston-Salem, by all of their employees and subcontractors accessing city owned or leased property. Until further notice, all City Contractors must refrain from accessing city owned or leased property without the aforementioned PPE and must refrain from accessing city owned or leased property and coming in contact with city personnel, if exhibiting any symptoms associated with COVID-19. Failure to adhere to the requirements set forth herein may result in the removal of a City Contractor from city owned or leased property and the City's exercise of the appropriate contract suspension or termination provisions.

Right to Audit

To confirm compliance with the terms of this Agreement, the City's MWBE program, local, state, and federal laws and regulations, the City may, at all reasonable times upon reasonable prior notice during usual business hours, inspect, audit and examine for a period up to five (5) years after completion of the service or project detailed in this Agreement, all accounts and books of Contractor and, where necessary, make copies of the Contractor's documents necessary to determine compliance. Such right may be exercised through any agent or employee of City or by independent certified public accountants designated by the City. The Contractor shall permit the aforementioned inspection, audit and examination, and where necessary, the City to make copies of documents verifying compliance as indicated herein.

Nondiscrimination Ordinance

As a condition of entering into this contract, the Contractor represents and warrants that it will fully comply with the City's Non-Discrimination Policy, as set forth in Chapter 2, Section 2-8 Entitled "Policy of Nondiscrimination" of the Winston-Salem City Code. As part of such compliance, the Contractor shall not discriminate on the basis of race, ethnicity, color, creed, religion, sex, sexual orientation, gender identity, gender expression, pregnancy, veteran status, disability, age, marital status, familial status, protected hairstyle, political affiliation or national origin in the screening of applicants, the hiring and treatment of its employees, the provision of the goods and/or services set forth herein, or the solicitation, selection, hiring, or treatment of its subcontractors, vendors or suppliers, (hereinafter collectively "subcontractors"), if any, in connection with this contract or the contract solicitation process if applicable, nor shall the Contractor retaliate against any person or entity for reporting instances of such discrimination. The Contractor shall enact employment policies consistent with this obligation to refrain from such discrimination and shall provide evidence of such to the City within 90 calendar days of the first receipt of City funds. The Contractor shall provide equal opportunity for subcontractors to participate in all of its subcontracting and supply opportunities, if any, under this contract, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Contractor understands and agrees that a violation of this clause shall be considered a material breach of this contract and may result in termination of this contract, disqualification of the Contractor from participating in future City contracts pursuant to Winston-Salem City Code Section 2-3 or other sanctions. Furthermore, as a condition of entering into this contract, the Contractor agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the screening of applicants, the hiring and treatment of its employees particularly if City funds were used in connection with hiring and compensation process, and the solicitation, selection, treatment and payment of subcontractors, if any, in connection with this Agreement; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors that the Grantee has used under this contract, including the total dollar amount paid by the Contractor on each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination Policy, to provide any documents, relevant to such investigation, that are requested by the City. The Contractor agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Contractor to subcontractors and suppliers in connection with this contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time. Nothing in this contract shall negate or diminish the requirements of the City's MWBE program. Nothing in this contract shall infringe upon any rights afforded to the Contractor by state or federal law.

Insurance

The bidder(s) will be required to show proof of insurance as outlined in the Insurance Provisions of Contract Specifications contained herein. The City of Winston-Salem MUST be named as additional insured on the certificate of insurance supplied to the City.

GENERAL INSURANCE REQUIREMENTS

- A. The Contractor shall, during the continuance of all work under the Contract, provide the following:
1. Workers' Compensation Insurance as required by the North Carolina General Statutes.
 2. Commercial General Liability to protect the Contractor against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any negligent 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, and shall provide at least \$5,000 in Medical Expenses (Med Pay) coverage.
 3. 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 Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/each accident.
 4. If this Agreement is for a design, engineering or consulting Service, maintain Professional Liability insurance of at least \$1,000,000.00 per incident.
- B. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall submit the certificate with its executed contract. The City of Winston-Salem shall be named as an additional insured in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the City of Winston-Salem may possess.
- C. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the City of Winston-Salem on demand. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.
- D. The Contractor will provide on demand certificate copies of all insurance coverage on behalf of the Contract within ten days of demand by the City of Winston-Salem. These certified copies shall be sent to the City of Winston-Salem from the Contractor's insurance agent or representative.
- E. The Contractor shall furnish the City of Winston-Salem thirty days 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 Risk Manager, City of Winston-Salem.
- F. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract Term, the City of Winston-Salem 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 of Winston-Salem for the entire additional cost of procuring the uncompleted portion of the contract at time of termination.
- G. Contractual and other Liability insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the City of Winston-Salem from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
- H. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City of Winston-Salem. The Contractor shall be as fully responsible to the City of Winston-Salem for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- I. Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

INSTRUCTIONS TO PROPOSERS

INTRODUCTION:

This entire set of documents constitutes the RFP. The proposer should return all information necessary to properly analyze the proposer's response in full. Proposer's notes, exceptions, and comments may be rendered on an attachment.

Proposer Questions and Inquiries

Proposer Questions and Inquiries relative to this RFP must be submitted **in writing only by 12:00 Noon, Friday December 23, 2022**, to Shantell McClam, City/County Purchasing Director, via e-mail: shantelm@cityofws.org. The City will provide written responses to all inquiries received by this date, and responses will be made available to all recipients of this RFP. Any oral responses made by any representative of the City may not be relied upon. Any supplements or amendments to this RFP will be in writing and furnished to potential bidders.

RFP Response Submission

Bidders must submit Proposals electronically. To reduce printing costs and to facilitate recycling, we request that only electronic proposals in PDF format be submitted prior to the deadline. Electronic bids should be submitted by attaching a single file of the required bid forms to an email entitled, **"BID – Kimberley Park Hydroponic Farm Management – RFP23170"** and emailed to: bids@cityofws.org and received no later than **12:00 PM Wednesday, January 11, 2023**. Such submission will not be opened until the time for receiving Proposals has come. **Please do not wait until the last minute to send your Proposal to avoid any possible delay that may occur during the transmittal of files.** A screen print of the email receipt will be used by the City as verification of the time received. **Late proposals will not be considered.**

The City will not be obligated for the expenses of any provider arising out of preparation and/or submittal of responses to this RFP. Any and all proposals to this RFP are to be prepared at the cost and expense of the respondents, with the express understanding that there may be no claims whatsoever for the reimbursement of any costs, damages, or expenses relating to this procurement from the City or any other party for any reason (including the cancellation of this RFP).

Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

All proposals should be complete and carefully worded and must convey all of the information requested by the City. If errors or exceptions are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the City will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. The City reserves the right to reproduce proposals for internal use in the evaluation process.

Proposers are expressly forbidden from contacting any other city employee or city of Winston-Salem elected official regarding this Request for Proposals. Any such outside contact may result in disqualification from the request for proposal process.

BACKGROUND

The City of Winston-Salem (“City”) owns a 6,400 square foot greenhouse facility manufactured by Rimol, Inc. The facility is equipped with a hydroponic system designed to grow leafy green vegetables, herbs, and microgreens. By investing in the development of local food infrastructure, the City has sought to create an innovative solution in further developing our local food ecosystem.

The Kimberley Park Hydroponics Farm is considered a Controlled Environment Agricultural (CEA) site. The system is a functional Nutrient Film Technique (NFT) system that requires seeds grown in foam rafts that sit in shallow, nutrient-rich water channels. The water continuously recirculates the dissolved nutrients required for plant growth past the bare roots of plants in a watertight gully known as a channel.

The City is seeking a qualified service provider to operate the facility following industry best practices for hydroponic facilities.

HYDROPONIC PROPOSAL REQUIREMENTS

The responsibilities required by the contractor are listed below. Provide estimated costs associated with the proposed functions, programming, and facility needs in the following areas:

Administrative Functions
<ul style="list-style-type: none">• Purchase, organize, and manage supplies and materials• Develop a succession plan for planting, growing, and harvesting schedule• Develop a distribution plan, including identifying partners, amounts, costs, and schedules• Develop a sustainable operations plan• Develop marketing strategies to highlight the hydroponic facility operations• Comply with all city safety regulations• Schedule and host special events and tours• Provide staffing necessary to operate the facility, including labor cost and recommended work schedule (include in budget proposal)• Manage and maintain budget• Advise of recommendations for annual operational needs• Create an operation manual to ensure best practices and methods are maintained at the facility• Provide a quarterly report to City Staff to ensure best practices• Provide an annual report to City for oversight and evaluation of the site's progress
Educational Outreach
<ul style="list-style-type: none">• Develop a training program with one or more community partners to educate the public about hydroponics as a system and the value of hydroponic foods (this could be the Winston-Salem/Forsyth County school system, local non-profits, colleges, universities, etc.)• Create training classes for urban farmers interested in learning the concept of hydroponic farming
Operational Functions of Hydroponic Greenhouse
<ul style="list-style-type: none">• Operate the hydroponic facility during normal business hours, with availability from Monday-Friday, 8 a.m. to 5 p.m., except for observed holidays. Please note that the site requires daily monitoring including on weekends, and possible weekend events as well.• Manage procurement process for equipment and supplies• Manage inquiries from the public related to volunteering, visitor, presentations, etc.

- Manage all waste from site is disposed off through proper methods of recycling, composting, or trash services.
- Adhere to health & safety protocol around sanitation and cleanliness of site, indoors and outdoors
- Adhere to proper operations parameters for various systems within the facility.
- Develop a protocol of pest and disease management as needed. Seek approval from city staff before utilizing any chemicals for on site for remediation.
- Manage all germination and maintenance around successful plant development within the Hydroponics System
- Prepare and pack produce for distribution, including washing, drying, and storage of produce
- Develop a delivery protocol for relevant industries purchasing large quantities of produce
- Create and help maintain an outside raised bed garden (*City staff will provide the listing of vegetables to grow and manage*)

City staff will conduct a mandatory site tour on **Monday, December 19th at 10:00am** to review the facility and site.

FORMAT REQUIREMENTS OF PROPOSALS

It is requested that the following information be included in the proposal:

1. **Approach and Understanding:** Describe your understanding of the project and a description of the process/approach to be used in providing the services. Outline internal protocol for ensuring clear communication between the city, and all subcontractors.
2. **Work Plan and Schedule:** Explain the proposed work plan, including all anticipated tasks and deliverables to address the RFP scope of work. Include a schedule for the work plan for the first year, second year, and third year of operations.
3. **Project Team:** Prepare a diagram demonstrating the roles and relationships of key staff assigned to the project. Provide a current fee schedule of proposed compensation rates.
4. **Firm and Personnel Experience:** State the qualifications and experience of the firm/individual(s). Emphasize specific qualifications and experience with engagements of similar scope and complexity.
5. **Similar Projects and References:** Provide at least three (3) previous relevant public agency projects/contracts, with a reference and current contact information for each. Describe the role of the reference and the role of the team member who worked on the project.
6. **Resumes:** List and provide resumes for committed individuals.

Selection Process

Proposals will be evaluated for quality, completeness, and price value to the City of Winston-Salem by an Evaluation Panel. Selection shall be made from all offers deemed to be fully qualified and best suited among those submitting proposals based on the evaluation of factors included in the RFP, including price. Price shall be considered but need not be the sole determining factor. The Evaluation Panel may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed the most advantageous.

The City reserves the right, as part of the selection process, to request on-site (or virtual) demonstrations and/or presentations. In the event that such demonstrations or presentations take place, proposers will be selected for this process based on scores derived from the scoring matrix, which includes M/WBE participation, local availability, and all other applicable criteria. The scoring of the demonstration or presentation must be based upon the criteria from one or more of the original evaluation factors. After the demonstrations or presentations, each proposer will

then be re-graded on the same criteria. The number of proposers chosen to take place in the demonstration/presentation process is subject to administrative discretion.

Evaluation Criteria

Below is a description of the evaluation criteria that will be used to evaluate the proposals. To be deemed responsive, it is important for the firm's proposal to contain appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The proposal will be the primary source of information used in the evaluation process. Proposal must contain information specifically related to the proposed services requested in this RFP. Failure of any firm to submit information requested may result in the elimination of the proposal from further evaluation.

The following weighted scale will be utilized by the Evaluation Panel to evaluate and score each proposal

- **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. **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.**
- **Location of Business:** "Location of Business: In order for the proposer to receive points allocated for location of business, the proposer shall submit the required documentation to comply with provision A (Winston-Salem/Forsyth County presence) or provision B (North Carolina presence) determined by the physical location of the firm (P.O. Box does not qualify). ***See Business Location Exhibit below for examples.**

(A) Presence in Winston-Salem/Forsyth County: Proposer must have a physical office within the corporate limits Winston-Salem (P.O. Box does not qualify). For proposals submitted to a City/County joint department, a physical office within Forsyth County is acceptable (P.O. Box does not qualify). In order to determine a proposer's presence/location within Winston-Salem or Forsyth County, the proposer or at least one of the proposer's employees must have a physical office location in Winston-Salem or Forsyth County and **the proposer shall submit under confidential cover with his/her proposal, evidence that as the employer, the proposer has paid payroll taxes for the firm located in Winston-Salem or Forsyth County for at least one employee, (i.e. North Carolina Income Tax Withholding Form with receipt for payment).** Said employee(s) must work in an office, which may be an office physically located within the employee's home in Winston-Salem or Forsyth County. If it is a home office in Winston-Salem or Forsyth County, then the proposer shall also submit with his/her proposal, evidence of a valid home occupation permit for said office, or evidence that said home office is not in violation of any zoning requirements in the event the applicable city does not require a home occupation permit.

(B) Presence in North Carolina: Proposer must have a physical office within North Carolina (PO Box does not qualify). In order to determine a proposer's presence/location within the State of North Carolina, including Winston-Salem or Forsyth county, the proposer or at least one of the proposer's employees must have a physical office location in North Carolina and **the proposer shall submit under confidential cover with his/her proposal, evidence that as the employer, the proposer has paid payroll taxes in North Carolina for at least one employee, (i.e. North Carolina Income Tax Withholding Form with receipt for payment).** Said employee(s) must work in an office, which may be an office physically located within the employee's home in North Carolina. If it is a home office in North Carolina, then the proposer shall also submit with his/her proposal, evidence of a valid home occupation permit for said office, or evidence that said home office is not in violation of any zoning requirements in the event the applicable city does not require a home occupation permit.

Failure to include evidence of paid payroll taxes for firms located in Winston-Salem, Forsyth County, or North Carolina for at least one employee and a valid home occupation permit, if applicable, with the proposer's response, will result in zero (0) points being awarded for location of business."

- **Project Methodology/Approach** - Proposer fully addresses all aspects of the criterion, convincingly demonstrates that it will meet the project's performance requirements, and demonstrates a clear understanding of the City's needs and expectations related to the project.
- **Project Schedule** – Proposer has demonstrated an understanding of the services requested by proposing a project schedule that will deliver a successful implementation of those services. The plan will include but not limited to a project framework that includes full implementation date, project milestones, training and deliverables.
- **Qualifications and Experience:** The number of clients, as well as the consideration of clients similar to the City of Winston-Salem in terms of size and operations. The evaluation will include references regarding projects for organizations with needs similar to the City's, and the feasibility of the proposer's approach as it relates to requested project implementation. **Proposers should submit at a minimum at least three (3) verifiable references for similar services performed within the past three (3) years, preferably in size to the City of Winston-Salem. Additional references and years experiences listed is recommended. Proposers MUST submit Exhibit B with their Proposal.**
- **Cost Effectiveness / Price Value** - The total cost of providing all the required services as specified herein. Cost will be evaluated for budget constraints and comparison of cost in relation to other competitive proposals. The Evaluation Panel is not bound to select the respondent who proposes the lowest fees or most benefits for services. The Evaluation Panel reserves the right to negotiate fees and/or benefits to the City of Winston-Salem with the selected respondent(s).

The following weighted scale will be utilized by the Evaluation Panel to evaluate and score each proposal:

Evaluation Criteria	Weight
MWBE Commitment	20.00
Business Location	20.00
Project Methodology /Approach	15.00
Project Schedule	15.00
Qualifications and Experience	20.00
Cost Effectiveness/Price Value	10.00

BUSINESS LOCATION EXHIBIT

Location of Business: In order for the proposer to receive points allocated for location of business, the proposer shall submit the required documentation to comply with provision A (Winston-Salem/Forsyth County presence) or provision B (North Carolina presence) determined by the physical location of the firm (P.O. Box does not qualify).

As a requirement of both Provision A and Provision B, the proposer shall submit under confidential cover with his/her proposal, evidence that as the employer, the proposer has paid payroll taxes in North Carolina for at least one employee.

Below are examples of supporting documentation for evidence of business location with receipt for payment. Please provide both forms in either Example A OR Example B:

EXAMPLE A – NC Income Tax Withholding

Withholding Online Filing and Payments
NC-5 Confirmation

This page confirms that you have submitted the following information for your transaction.

If you submitted a payment, this does not confirm acceptance of your payment. Your account information must be validated before your payment is drafted from your account.

Please PRINT this page for your records.

If you have provided a valid e-mail address, you will receive an email acknowledgement within two days. If you do not receive this acknowledgement, call 1-877-308-9103.

Date Compensation Paid: [Redacted]
Account ID: [Redacted]
FEIN/SSN: [Redacted]
Name: [Redacted]
Address: [Redacted]
City: [Redacted]
State: NC
Zip Code: [Redacted]
Country: USA

Amount of this Payment
\$ [Redacted]

Tax Type	Withholding
Filing Frequency	Semi-Annually
Payment Type	Bank Draft
Routing Number	[Redacted]
Bank Account Number	[Redacted]
Bank Account Type	Business/Corporate Checking
Draft Date	06/06/2022
Total Payment Amount	\$ [Redacted]
Confirmation Number	[Redacted]

Tuesday, May 31, 2022 04:19:44 PM EDT
By submitting this payment I hereby...

NCDOR NC-5Q Quarterly Income Tax Withholding Return

This return is for semiweekly payers only.

Account ID: [Redacted] Date Quarter Ended: [Redacted]

Business Name and Address:
Legal Name (USE CAPITAL LETTERS FOR YOUR NAME AND ADDRESS): [Redacted]
Street Address: [Redacted]
City: [Redacted] State: [Redacted] Zip Code (if diff): [Redacted]

1. Total tax required to be withheld (From Line IV on reverse of this form)	.00
2. Total payments to North Carolina for quarter	.00
3. If Line 1 is more than Line 2, subtract and enter underpayment	.00
4. If Line 1 is less than Line 2, subtract and enter overpayment. The overpayment will be refunded	.00

MAIL TO: North Carolina Department of Revenue, Post Office Box 25000, Raleigh, North Carolina 27640-0905

Signature: [Redacted] Date: [Redacted]

This form must be filed on or before the last day of the month following the close of the quarter.

EXAMPLE B - NC Employer's Quarterly Tax and Wage Report

EMPLOYER'S QUARTERLY TAX AND WAGE REPORT

DO NOT USE THIS FORM IF REPORTING 10 OR MORE WAGE ITEMS

OUR RECORDS SHOW YOUR FEDERAL TAX NUMBERS AS NUMBERED HERE. IF ANY CHANGES OCCURRED IN THE OWNERSHIP, TELEPHONE NUMBER OR ADDRESS, COMPLETE FORM NCDP-101A.

OUR RECORDS SHOW YOUR FEDERAL TAX NUMBERS AS NUMBERED HERE. IF ANY CHANGES OCCURRED IN THE OWNERSHIP, TELEPHONE NUMBER OR ADDRESS, COMPLETE FORM NCDP-101A.

IF INCORRECT, ENTER CORRECT NUMBERS IN THESE SPACES.

WAGE ITEM	WAGE	TAX RATE	TAX
1	[Redacted]	[Redacted]	[Redacted]
2	[Redacted]	[Redacted]	[Redacted]
3	[Redacted]	[Redacted]	[Redacted]
4	[Redacted]	[Redacted]	[Redacted]
5	[Redacted]	[Redacted]	[Redacted]
6	[Redacted]	[Redacted]	[Redacted]
7	[Redacted]	[Redacted]	[Redacted]
8	[Redacted]	[Redacted]	[Redacted]
9	[Redacted]	[Redacted]	[Redacted]
10	[Redacted]	[Redacted]	[Redacted]
11	[Redacted]	[Redacted]	[Redacted]
12	[Redacted]	[Redacted]	[Redacted]
13	[Redacted]	[Redacted]	[Redacted]
14	[Redacted]	[Redacted]	[Redacted]
15	[Redacted]	[Redacted]	[Redacted]
16	[Redacted]	[Redacted]	[Redacted]
17	[Redacted]	[Redacted]	[Redacted]
18	[Redacted]	[Redacted]	[Redacted]
19	[Redacted]	[Redacted]	[Redacted]
20	[Redacted]	[Redacted]	[Redacted]

PARCEL CLIP CHECK HERE
REMOVE & DISCARD CHECK STUB

THE INFORMATION CONTAINED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NCUJ 101 THIS REPORT MUST BE FILED BY THE DUE DATE TO AVOID PENALTIES AND INTEREST.

Electronic Payments Online

DO NOT use the Browser BACK button during the Payment Process.
To return to Payment Options, click here.

UI Tax Payment Confirmation

Wednesday, January 05, 2022

Confirmation Number: [Redacted]
Account Number: [Redacted]
Report Quarter: Dec 31, 2021 - QTR 4
Partial Bank Acct No: [Redacted]
Payment Amount: [Redacted]

An email will be sent to the address you selected.

Please record the confirmation number above or print this page for your records. Please keep a copy of the email for your records. Your confirmation number will be helpful if you need to contact DES regarding this payment.

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PROGRAM PARTICIPATION SPECIAL INSTRUCTIONS FOR SERVICES 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, through his/her own performance on the project if the proposer is a certified minority/woman-owned firm, or through demonstrating a good faith effort to meet the M/WBE participation goal. 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 original established for this service. The utilization of M/WBE firms accounts for 20% of the evaluation and scoring will not be allocated to proposals in which an Affidavit B is submitted.

Firms are highly encouraged to consider any and all possibilities for M/WBE participation. A complete list of firms certified by the State of North Carolina Office for Historically Underutilized Businesses (HUB) can be found here: <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 and must be HUB certified at the time the proposal is submitted. **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.**

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. For professional and other service contracts, where the consultant/bidder did not meet the M/WBE requirements of a previous contract, and failed to demonstrate a good faith effort to do so, said consultant/bidder will receive a deduction or adjustment for non-compliance in the evaluation of any proposal/bid submitted subsequent thereto.

****IMPORTANT REQUIREMENT****

MWBE DOCUMENTATION- Firms **are required** to include the following documentation **with the proposal**.

Failure to do so will render your proposal as non-responsive and not considered for award:

- 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 - **must be submitted**
- **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 - **must be submitted**
- **and** Subcontractor/Supplier Utilization Form- List **all** non-M/WBE subcontractors and suppliers that you intend to use on this contract - **must be submitted**.

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-responsible 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 **Gwendolyn Teal, Diversity Compliance Specialist** at gwendolynt@cityofws.org or phone **336-747-7459**.

(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

*
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 _____%

(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/bid. A proposer/bidder may meet this goal through the participation of M/WBE sub-consultants/sub-contractors, through their own performance on the project if the proposer/bidder is a minority/woman-owned firm. Please list below all M/WBE firms to be used on this proposal/bid.

Affidavit of _____
(Name of Proposer)

I hereby do certify the attached documentation as true and an accurate representation of my good faith efforts.

(Attach additional sheet if required)

Minority Firm Name City-State	Phone Number	Minority Category*	Type of Work	Dollar Value/ Percent of 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/bidder 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 a representative of your company attend the pre-solicitation or pre-bid meeting scheduled by the City to inform M/WBE firms of contracting, subcontracting, and supply opportunities and to review contractor requirements of complying with the program? If no pre-bid was scheduled, did your firm submit a question in writing before the end of questions deadline?	10	_____
_____	(b) Did your company 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/bids are due to allow M/WBE firms time to participate? Please provide a copy of the solicitations for quotes 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 bid documents can be reviewed, name of representative of the prime bidder to contact, and location, date, and time.	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.	20	_____
_____	(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 (including where appropriate, breaking down contracts into economically feasible units to facilitate M/WBE participation)? Please provide a copy of documentation where this information was included.	15	_____
_____	(e) Explain how you provided interested M/WBE firms with equal access to specifications, plans, and requirements of the contract.	10	_____
_____	(f) 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. Note: A contractor must utilize at least two agencies to receive full value. Each agency is worth ten points.	20	_____
Points Total		<u>90</u>	_____

NOTE: A proposer/bidder 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.

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.

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

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

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. If the Proposer has no non-M/WBE 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 and failure to fill in the blank will cause your bid to be deemed nonresponsive.**

Name of Project: _____

Firm Name & Phone Number	City-State	Type of Work	Percent of Project Work
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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____, _____ appeared
(Name of person)

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
(Name of bidder)

And do so on his/her free act and deed.

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

M/WBE 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.

EXHIBIT B

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

Proposer Business Name _____

REFERENCES

Proposers should submit at a minimum at least three (3) references, for similar services performed within the past three (3) years, preferably in size to the City of Winston-Salem. **Additional references and years experiences is recommended.**

Reference #1

Current Client Name _____
Address (Street) _____
Address (City, St, Zip) _____
Contact Name _____
Telephone/E-Mail _____

Reference #2

Current Client Name _____
Address (Street) _____
Address (City, St, Zip) _____
Contact Name _____
Telephone/E-Mail _____

Reference #3

Current Client Name _____
Address (Street) _____
Address (City, St, Zip) _____
Contact Name _____
Telephone/E-Mail _____

Reference #4

Current Client Name _____
Address (Street) _____
Address (City, St, Zip) _____
Contact Name _____
Telephone/E-Mail _____

Reference #5

Current Client Name _____
Address (Street) _____
Address (City, St, Zip) _____
Contact Name _____
Telephone/E-Mail _____

Kimberley Park Hydroponic Farm Management (REBID)

PROPOSAL AUTHORIZATION AND SIGNATURE

The signature page must be completed and submitted with the proposal: 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.

Firm Name

Authorized Signature (Notarized)

Date

Street Address (P.O. Box)

Telephone Number

City, State and Zip Code

Email Address

On this ____ day of _____, 20____ before me _____
(name)

to me personally known, being duly sworn, did execute the foregoing proposal, and did so state that

he/she was properly authorized by _____
(Company name)

to execute the proposal and did so on his/her free act and deed.

SEAL

Notary Public _____ My commission expires _____

The following information is requested for statistical purposes only. The provision or omission of this information will neither affect nor influence the award of these contracts. Bidder further certifies that:

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

We are a minority business enterprise.

are not a minority business enterprise.

If yes, please identify in the appropriate box below:

Black

Hispanic

Asian American including Indian Subcontinent and Pacific Islands

Native American Indian including Eskimos and Aleuts

We are a woman-owned business concern.

are not a woman-owned business concern

**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 municipal corporation (hereinafter, the "City") and _____ (hereinafter "Contractor").

WHEREAS, the City and Contractor desire to enter into an agreement whereby Contractor shall provide the following service: **Investment Consulting Services**

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 _____ **00/100 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 or less 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 any and 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 any and 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 – and whose specific address is: <https://www.cityofws.org/DocumentCenter/View/2090/Safety-and-Environmental-Requirements-for-Contractors-PDF>

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 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.

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 § G.S. 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

Right to Audit. To confirm compliance with the terms of this Agreement, the City's MWBE program, local, state, and federal laws and regulations, the City may, at all reasonable times upon reasonable prior notice during usual business hours, inspect, audit and examine for a period up to five (5) years after completion of the service or project detailed in this Agreement, all accounts and books of Contractor and, where necessary, make copies of the Contractor's documents necessary to determine compliance. Such right may be exercised through any agent or employee of City or by independent certified public accountants designated by the City. The Contractor shall permit the aforementioned inspection, audit and examination, and where necessary, the City to make copies of documents verifying compliance as indicated herein.

Public Health & Safety. To protect public health, including the health of city employees, and to slow the rate of transmission of COVID-19, all vendors, contractors and service providers, including their employees, officers, agents and subcontractors, conducting business with the City of Winston-Salem (collectively hereinafter "City Contractors") must align their operations, employment and safety practices with the guidance and recommendations of the CDC and OSHA relating to COVID-19 and the executive orders issued by Governor Roy Cooper and the Fourth Amended Declaration Issued by Mayor Joines, until further notice. All City Contractors must implement, adhere to, and enforce measures that require, amongst other things, frequent hand washing, the use of hand sanitizer, social distancing and the wearing of contractor-provided PPE including, but not limited to, face masks and gloves, recommended by the CDC, OSHA, the State of North Carolina or the City of Winston-Salem, by all of their employees and subcontractors accessing city owned or leased property. Until further notice, all City Contractors must refrain from accessing city owned or leased property without the aforementioned PPE and must refrain from accessing city owned or leased property and coming in contact with city personnel, if exhibiting any symptoms associated with COVID-19. Failure to adhere to the requirements set forth herein may result in the removal of a City Contractor from city owned or leased property and the City's exercise of the appropriate contract suspension or termination provisions.

Nondiscrimination Ordinance

As a condition of entering into this contract, the Contractor represents and warrants that it will fully comply with the City's Non-Discrimination Policy, as set forth in Chapter 2, Section 2-8 Entitled "Policy of Nondiscrimination" of the Winston-Salem City Code. As part of such compliance, the Contractor shall not discriminate on the basis of race, ethnicity, color, creed, religion, sex, sexual orientation, gender identity, gender expression, pregnancy, veteran status, disability, age, marital status, familial status, protected hairstyle, political affiliation or national origin in the screening of applicants, the hiring and treatment of its employees, the provision of the goods and/or services set forth herein, or the solicitation, selection, hiring, or treatment of its subcontractors, vendors or suppliers, (hereinafter collectively "subcontractors"), if any, in connection with this contract or the contract solicitation process if applicable, nor shall the Contractor retaliate against any person or entity for reporting instances of such discrimination. The Contractor shall enact employment policies consistent with this obligation to refrain from such discrimination and shall provide evidence of such to the City within 90 calendar days of the first receipt of City funds. The Contractor shall provide equal opportunity for subcontractors to participate in all of its subcontracting and supply opportunities, if any, under this contract, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Contractor understands and agrees that a violation of this clause shall be considered a material breach of this contract and may result in termination of this contract, disqualification of the Contractor from participating in future City contracts pursuant to Winston-Salem City Code Section 2-3 or other sanctions. Furthermore, as a condition of entering into this contract, the Contractor agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the screening of applicants, the hiring and treatment of its employees particularly if City funds were used in connection with hiring and compensation process, and the solicitation, selection, treatment and payment of subcontractors, if any, in connection with this Agreement; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors that the Grantee has used under this contract, including the total dollar amount paid by the Contractor on each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination Policy, to provide any documents, relevant to such investigation, that are requested by the City. The Contractor agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Contractor to subcontractors and suppliers in connection with this contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time. Nothing in this contract shall negate or diminish the requirements of the City's MWBE program. Nothing in this contract shall infringe upon any rights afforded to the Contractor by state or federal law

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and signed under seal on the day and the year first above written.

ATTEST:

CITY OF WINSTON-SALEM:

_____(seal)
Sandra Keeney, City Clerk

_____(seal)
Lee Garrity, City Manager

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

Approved as to form and legality.

This the ____ day of _____, 20____.

This the ____ day of _____, 20____.

Lisa Saunders, Chief Financial Officer

Angela Carmon, City Attorney

If Contractor has a corporate seal, please affix the seal below. If not, please complete the paragraph below.

I, _____(Print Name) certify that I am the _____(Print Position Title) for the Contractor and that I am authorized to execute contracts on behalf of the Contractor, which entity does not have a corporate seal; however, for purposes of the statute of limitations (NCGS § 1-47), both parties will treat this contract as if a corporate seal has been affixed hereto.

ATTEST:

enter Contractor's legal name

_____(seal)
Signature

_____(seal)
Signature

Print Name/Title

Print Name/Title

In the event that the person executing this Agreement on behalf of the Contractor is the only officer of the company or is an individual doing business individually or as a trade name, please have the person's signature notarized below.

County of _____

State of _____

Sworn to or subscribed before me this the ____ day of _____, 20____

(Official Seal)

Official Signature of Notary

_____, Notary Public
Notary's Printed Name

My commission expires: _____

THIS IS A SAMPLE DOCUMENT FOR REFERENCE ONLY

Exhibit A

Project/Bid Description: Contract for
Bidder's Company Name: _____
City/State: _____

WORKFORCE DEMOGRAPHICS

Gender		Race/Ethnic Identification					Total
Male	Female	White	African-American	Hispanic	Asian	Native-American	
_____	_____	_____	_____	_____	_____	_____	0
% of Total		_____	_____	_____	_____	_____	_____

Prepared by:
Name of Preparer: _____
(Print or Type)

(Signature)

(Title)

Phone Number: _____

Email Address _____

The above demographic data is provided to reflect generally the company's efforts to achieve diversity in the workplace in compliance with the applicable equal employment opportunity laws; however, this information is not dispositive of such and may not be used as the basis for awarding or rejecting a bid contract.