



**Request for Proposals
For Professional Services**

**City of Greensboro
Recycling Material Audit
September 10, 2019**

1. SUMMARY

The City of Greensboro Field Operations Department (City) is requesting proposals from qualified firms to conduct a material audit study of program recyclables collected by the Solid Waste Collections Division from both residential and commercial customers.

1.1 Introduction and Background: The City of Greensboro (population approximately 287,000) is responsible for collection of recyclable material from approximately 90,100 customers. Collection is single stream via a one operator automated side-loading vehicle. Collection frequency is every other week, so each property receives 26 recycling pick-ups per year. The City runs nine recycling routes each collection day and collects four days a week. (Monday, Tuesday, Thursday, Friday) In fiscal year 2018, the City residential collection accounted for 16,725.68 tons of commingled material

The City also operates a Commercial and Special services unit. This is primarily subscription services utilizing dumpsters. The City has approximately 850 customers on the recycling collection service. Service frequency varies from once per week up to six times a week, with twice a week collection being the most common. Commercial & special services collected 8,447 tons of material in the fiscal year ending June 30, 2018.

The City operates a MSW transfer station that processes approximately 900 tons of material on the four City collection days. The City also owns the White Street Landfill facility, which encompasses approximately 980 acres and has an active composting and C&D landfill on site. The City does not own the MRF.

A full scale material audit of the recycling stream has never been completed by a third party. In 2014, the current material reclamation facility (MRF) completed an inbound material audit. The MRF was operated by ReCommunity, LLC at the time of the audit. Republic Services now operates the MRF due to an acquisition of ReCommunity, LLC. The 2014 study and procedure is included in the RFP.

2. SCOPE OF WORK

The City is seeking the services of a qualified firm or individual with extensive knowledge and background in the solid waste management field. The selected firm will provide services that include, but are not limited to:

- A. Develop a study approach including sampling procedure and process for materials contained in both residential and commercial recycling collections.
- B. Work with the City to define sorting categories.
- C. Prepare a sorting and safety protocol for personnel that will be sorting the materials. The protocol will define the sorting process, sorting categories, space requirements, safety procedures, and training for sorters. One individual shall be designated as the safety officer and will coordinate with the facility manager/s to insure the safety of all personnel involved in the sampling and sorting.
- D. Conduct field sorts in accordance with the study approach and the sorting and safety protocol approved by the City. Material sorting location should be included in the proposal (item A of this section). Any sorting on City property must be completed during daylight hours on a schedule approved by the City.
- E. Prepare a final report to include the study approach, sorting categories, sorting and safety procedures, final analysis of the material sort, and comparison to 2014 waste characterization.

3. PROPOSAL SUBMITTAL REQUIREMENTS

- 3.1. This RFP is issued by the City of Greensboro, Field Operations Department. All questions concerning this RFP must be submitted in writing to Chris Marriott, Field Operations, at the address below or by email to chris.marriott@greensboro-nc.gov. The deadline for questions will be September 18, 2019 2:00 pm. All questions will be answered by Addenda.
- 3.2. Vendors must submit both an electronic PDF version of the proposal (excluding any materials that are non-electronic) and three hard copies with all attachments, including signatory pages, which should be received **no later than 2:00 PM, EST October 3, 2019** to the attention of:

**City of Greensboro – Recycling Material Audit
City of Greensboro, Field Operations Department
401 Patton Avenue
Greensboro, NC 27407**



The **electronic PDF version** of the proposal (excluding non-electronic materials) must be submitted by the deadline included in the bid packet on digital media.

Late proposals will not be accepted under any circumstance.

- 3.3. RFP Organization:** These instructions cover the format, contents, and development of the proposals. The proposal should be no longer than 15 pages (30 pages double-sided) to cover the sections listed below. Attachments required to provide necessary information are not included in the page count. Only that information deemed essential to convey the proposing vendor's understanding of the City's requirements for this RFP should be submitted. Items not listed below and not explicitly related to the RFP (i.e. general marketing materials and examples of unrelated work) will not be considered in the evaluation process.

All proposals should include the following items in the order listed below and must be organized as follows:

Section 1 - Proposal Summary - This should include the highlights of the proposal, such as an overview of the vendor organization, most relevant experience of the proposing vendor, and summarized cost information.

Section 2 - Vendor Information & Signature Form - This form is provided as Attachment B of the RFP. The form should be completed and signed by a person with authority to approve contracts with the City of Greensboro.

Section 3 - Qualifications of Firm – Qualified vendors must have an extensive background in the solid waste management field and possess a thorough knowledge of solid waste management rules and regulations. Vendors must be experienced in Local, State, and Federal regulations that may affect any and all aspects of the program. Vendors must provide information to demonstrate the firm's experience including experience with other local government agencies.

Vendors must submit a description of their process, including labor and equipment used and reportable safety incidents for the last five (5) years.

Section 4 - References - Vendors must provide a list of projects successfully completed within the last three (3) years that demonstrate the vendors' skills and capabilities with the type of services being requested. Please include the project name, location, client contact name and telephone number, and a brief description of the project.

Section 5 - Project Management - Vendors must provide a proposed organizational chart for services to be provided to the County. Include resumes of key professional staff anticipated to work on the project. Detailed information on the staff's experience on similar projects and knowledge of the solid waste management field should be included.



Provide information regarding the current workload for the key professional staff to address the vendors' ability to supply adequate staffing for the contract.

Section 6 - Pricing - Lump sum pricing to perform the scope of services as proposed.

Section 7 – Forms – Completed Local Preference Policy and Affidavit C or E.

3.4. Minority and Women Business Enterprise Program – M/WBE Policy Statement

It is the policy of the City of Greensboro to ensure that all businesses, including M/WBEs, are afforded the maximum practical opportunity to participate in the City's purchasing and contracting processes. Therefore, the City will not enter into a contract or be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, Subcontractors or commercial customers on the basis of race, color, religion, national origin, sex, age or on the basis of handicap or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the Relevant Marketplace, which includes Alamance, Davie, Davidson, Forsyth, Guilford, Randolph, Rockingham, Stokes, Surry, and Yadkin counties.

M/WBE Commercial Nondiscrimination Policy

"The undersigned Respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the Respondent has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the City's M/WBE Program Plan, Section V. A. 1.; to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the response submitted by the Respondent on this project, and terminate any contract awarded based on the response. As part of its response, the Respondent shall provide to the City a list of all instances within the immediate past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of North Carolina that the Respondent discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the City, the Respondent agrees to comply with the City's Commercial Nondiscrimination Policy as described under its M/WBE Program Plan, Section V. A.1."

M/WBE Participation Requirements



Respondents to this solicitation are encouraged to make every reasonable effort to solicit certified M/WBE firms to participate as subcontractors, service providers and suppliers in the contract. Respondents that use certified M/WBEs on their teams shall be awarded up to 10 (ten) evaluation points on a sliding scale based upon the level of M/WBE participation it has on the team. The following certified Minority Group Members and/or women: African-American, Native Americans, Asian American and non-Minority females are eligible to be counted for M/WBE participation in the contract.

For purposes of certification, the City accepts minority and women owned firms that are certified by the State of North Carolina Department of Administration Historically Underutilized Business Office (HUB) <https://ncadmin.nc.gov/businesses/hub/hub-certification> or

NC DOT North Carolina Department of Transportation <https://connect.ncdot.gov/business/SmallBusiness/Pages/Become%20a%20Certified%20DBE%20Business.aspx> and satisfies the City’s eligibility requirements.

If a Respondent subcontracts any portion of the contract, the information shall be reported on Affidavit C1, Subcontractor Utilization Commitment.

If a Respondent would like to perform 100% of the work under a contract with its own workforce, it must submit Affidavit E1, Statement of Intent to Perform Work Without Subcontracting.

For questions about the City’s eligibility requirements or the M/WBE Program, please contact the M/WBE Office at (336) 373-2674 or via email at mwbe@greensboro-nc.gov.

4. RFP SUBMITTAL EVALUATION

4.1. Proposal Evaluation: Submitted proposals will be rated based on responsiveness, technical merits and the ability of firm(s) to provide the required scope of services. This information will be used to determine a final rating for each proposal.

Scoring Criteria	Weight
Local Preference Policy Qualified	5
Description/understanding of the project and scope of services	30
Cost – The maximum allowable points assigned to the proposal with the lowest cost. All other proposals will receive a proportional score to the proposal with the lowest cost	25
Project team experience	10
Consultant experience with similar projects and at least 3 references	10
Estimated timeline to complete project	10
M/WBE – Up to ten (10) evaluation points will be awarded for the use of a certified M/WBE firm(s) in the Greensboro marketplace.	10
Total Maximum Points	100



Field Operations Department will choose the proposal which best serve the interests of the Department and City. The City reserves the right to make an award with or without negotiations. Minor irregularities in proposals, which are deemed immaterial or inconsequential in nature, may be waived wherever it is determined to be in the best interest of the City of Greensboro.

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

- Environmental Compliance and Support Manager
- Waste Reduction Supervisor
- SW Collections Manager
- Deputy Director of Field Operations
- MWBE Specialist

5. GENERAL PROVISIONS

5.1. Terms and Conditions of the Contract: The City will utilize the professional services contract agreement included herein as "Attachment A."

5.2. Modifications and Withdrawals: Withdrawal of, or modifications to proposals are effective only if written notice thereof is sent to Field Operations prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company and no withdrawal or modifications will be accepted after the time proposals are due.

5.3. Questions and Inquiries: Questions and inquiries should be directed in writing to the individual listed on page two. Electronic submission of questions is acceptable. The deadline for questions is September 18, 2019 2:00 pm. A written response to submitted questions, in the form of an Addendum will be provided to all applicants.

5.4. Proposal Acceptance: The City of Greensboro reserves the right to accept or reject all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities; or to negotiate with all responsible proposers, to serve the best interest of the City of Greensboro.

5.5. Insurance Requirements: Selected proposers shall maintain General Liability Insurance, Automobile Liability Insurance and Worker's Compensation Insurance at the levels prescribed in the attached professional services contract over the term of the contractual service agreement.

5.6. RFP Cancellation: The City of Greensboro may cancel this RFP, in whole or in part, at any time before the opening of the proposals.



6. SCHEDULE FOR SELECTION PROCESS The following is the anticipated schedule for the consultant selection process.

<u>Item</u>	<u>Date</u>
City of Greensboro issues RFP	September 10, 2019
Question and Answer Period begins	September 10, 2019
Question and Answer Period ends	September 18, 2019 at 2:00 p.m.
Responses to Questions and Answers (Addendum issued, if required)	September 23, 2019 by 5:00 p.m.
Completed Proposals due to City	October 3, 2019 at 2:00 p.m.
City review of Proposals and Selection Of Short List of Consultants	October 4-7, 2019
Interviews with potential Consultants (if needed)	On or before October 10, 2019
City selects Most Qualified Consultant	On or before October 15, 2019
Complete contract negotiations with selected Contractor	On or before October 15, 2019
Submittal of complete and signed Contract documents by the selected Consultant to the City.	On or before October 18, 2019
City formal approval and signature of Contract	On or before October 25, 2019
Written Notice-To-Proceed (NTP)	On or before October 25, 2019

Field Operations Matrix for RFP's
Rank each proposal and list your reasons or comments.

Points	Selection Criteria	Evaluator #1 score	Evaluator #2 score	Evaluator #3 score	Evaluator #4 score	Evaluator #5 score	Comments (please provide)
30	Description/understanding of the project and scope of services						
25	Cost – The maximum allowable points awarded to the proposal with the lowest cost. All other proposals will receive a proportional score to the proposal with the lowest cost.						
10	Consultant experience with similar projects with 3 references						
10	Estimated timeline to complete project						
10	Project team experience						
10	Up to (10) evaluation points will be awarded based on the relative value of certified M/WBE firm(s) in the Greensboro marketplace and are included on the team.						
5	Meets Local Preference Policy						
Average Total Score (rounded to nearest whole number)							

End of Request for Proposal



City of Greensboro
North Carolina

Field Operations Department

**“ATTACHMENT A”
PROFESSIONAL SERVICES AGREEMENT**

CITY OF GREENSBORO

FIELD OPERATIONS DEPARTMENT

City of Greensboro

PO Box 3136

Greensboro, NC 27402-3136

CONTRACTED VENDOR

CORPORATION

Unknown Supplier

300 West Washington Street

Greensboro, NC 27402

kim.welborn@greensboro-nc.gov

CONTRACT INFORMATION

Contract Number: 2019 - 00000

Award Amount: \$0.00

Contract Description: Automated Cart Expansion Impact Study

Initial Contract Term: January 2, 2017 - December 31, 2019

This contract is made and entered into on the date signed by and between the **City of Greensboro**, a municipal corporation of the State of North Carolina (herein referred to as the **CITY**) and **Unknown Supplier**, herein referred to as **Unknown Supplier**, a **CORPORATION** with offices located as written above.

WITNESSETH:

The City's **FIELD OPERATIONS DEPARTMENT** has requested responses from qualified firms to provide services for an **Automated Cart Expansion Impact Study**; and

Whereas, **UNKNOWN SUPPLIER** has demonstrated prior experience and performance in providing such services and has submitted a response to provide such services in accordance with the following exhibits and attachments, which are attached hereto and incorporated herein:

Exhibit 1: **Unknown Supplier**'s Submitted Response (Statement of Qualifications, Quotes, Proposal, Information, etc. and related attachments including City issued solicitations)

Attachment A: **Unknown Supplier**'s Submitted Fee Schedule

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

SERVICES RENDERED

In consideration of the monetary payment hereinafter described, **Unknown Supplier** will provide **Automated Cart Expansion Impact Study** services. Such services shall be performed and charged for in accordance with the attached Exhibit 1 and Attachment A.

Unknown Supplier and City mutually agree to the following:

1. AGREEMENT SPECIFICATIONS

a) **Specific Duties and Responsibilities**

Unknown Supplier shall fulfill the duties and responsibilities of this agreement as specified and in accordance with the attached Exhibit 1, including scope of work, solicitation, if any, and proposal submitted; plus Attachment A, Fee Schedule.

b) **Work Schedule**

Work shall be delivered in accordance with the documentation attached in Exhibit 1 and Schedule A, defined above.

c) **Term**

Contract term shall be from start and end dates listed above.

d) **Compensation**

Compensation for services herein shall be provided in accordance with Attachment A, Fee Schedule. Total compensation for services described in Exhibit 1 and Attachment A shall not exceed the amount written above. Bills for fees or other compensation for Service or expenses shall be submitted to the City in detail sufficient for a proper pre-audit and post-audit thereof.

2. BILLING AND PAYMENT

a) **Payment**

Payment shall generally be made by the City within 30 calendar days of receipt of a complete and accurate invoice unless Unknown Supplier is otherwise notified.

b) **Disputed Items**

If any items in any invoices submitted by the Service Provider are disputed by the City for any reason, including the lack of supporting documentation, City shall temporarily delete the items and shall promptly notify the Contractor of dispute and request clarification and/or remedial action. After the dispute has been settled, the Service Provider shall include the disputed item on a subsequent regularly scheduled

invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30 day period.

c) **Submittal of Invoices**

In performance of the duties and responsibilities, and the scope of work as defined in this agreement, invoices for payment of services shall be based on fees as provided for in Attachment A, Fee Schedule. Payment requests shall be regularly submitted, not more often than monthly, and minimally on a quarterly basis, within fifteen (15) days of the end of each billing period. Invoices will be based on 100% of the work completed during the preceding billing period.

d) **Receipts Required**

Where invoices are based in part on reimbursable expenses, Unknown Supplier shall collect and maintain receipts for said expenses and shall make the receipts available to the City, if requested. The requirement to retain receipts shall generally follow the established rules of the Federal Internal Revenue Service regarding what type of expenditure must be supported by receipts for income tax purposes.

e) **Non-Appropriation**

In the event that this contract shall be funded from multiple years, the automatic renewal clause shall not apply to this contract should the Greensboro City Council fail to appropriate funds for the additional term of the contract for the ensuing fiscal year. If this non- appropriation occurs the contract shall become void.

3. **SUBCONTRACTING REQUIREMENTS**

a) **Assignment to Subcontractors**

In the event that subcontracting is allowed by the City, Unknown Supplier shall ensure that steps are taken in accordance with the City's M/WBE Program to assure equal opportunity to subcontractors.

b) **Equal Opportunity**

It is City policy to provide equal opportunity in the award of contracts to minority and women's business firms. Accordingly, affirmative steps must be taken to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services.

c) **Affirmative MWBE Steps**

i. Include qualified minority and women's businesses on solicitation lists.

ii. Assure that minority and women's businesses are solicited whenever they are potential sources.

iii. When economically feasible and where the requirement permits, divide total requirements into smaller tasks or quantities so as to permit maximum minority and women's business participation.

iv. Where the requirement permits, establishing delivery schedules which will encourage participation by minority and women's business.

v. Using the services and assistance of City staff to assure program compliance, the City's M/WBE office shall serve as the point of contact for M/WBE Program related inquiries.

4. CHANGES TO AGREEMENT

a) **Rights**

The City retains the exclusive rights to cancel, stop or reschedule any or all services associated with the Contract.

b) **Amendment**

Prior to the performance of any work not detailed by the Fee Schedule as defined in Attachment A, the City and Unknown Supplier will establish a fair market rate for the performance of such services prior to the performance of such services. This Agreement will be amended at such time to reflect the additional rate and shall herein be deemed to be included as a term of the Agreement.

c) **Severance**

Should any part of this Contract be declared unenforceable, all remaining sections remain in force to the maximum extent practicable.

d) **Termination for Convenience**

The City, in its sole discretion, may terminate this Agreement in whole or in part whenever the City determines that said termination is in its best interest. Any such termination shall be effected by the delivery to Unknown Supplier of a written notice of termination 30 days prior to the effective date. In the event of such termination, the City shall compensate Unknown Supplier in full for completed work as specified in Exhibit 1 and Attachment A and any other eligible expenses incurred prior to the delivery of the written notice of termination.

e) **Failure to Comply with Terms of Contract**

Should Unknown Supplier fail to comply with the terms of this contract, Unknown Supplier, upon actual or constructive notice of the default, may be given a remedial period for a specified number of days to remedy the default. Should Unknown Supplier fail to remedy the default, the contract shall be terminated immediately upon the expiration of the remedial period.

f) **Assignability**

Unknown Supplier shall not assign or transfer any interest in this Contract without the prior written approval of the City.

5. STANDARD PROVISIONS

a) **Commercial Nondiscrimination Policy**

As a condition of entering into this agreement, the company represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section V. A. 1. of the M/WBE Program Plan. As part of such compliance, the company shall not discriminate on the basis of race, color, religion, national origin, biological sex, age, or on the basis of handicap in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

b) **Relationship**

The Parties in this contract agree that Unknown Supplier is a Business Enterprise and that the relationship created by this contract is that of client and independent contractor. Unknown Supplier is not an employee of the City of Greensboro, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan.

c) **Supervision and Inspection**

In the performance of the work contemplated in this agreement, Unknown Supplier is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this agreement must meet the approval of the City (which shall not be unreasonably withheld) and shall be subject to City's general rights of inspection and direction to secure the satisfactory completion thereof.

d) **Payment of Taxes**

Unknown Supplier assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. In addition, Unknown Supplier agrees to pay any and all gross receipts, compensation, transaction, sales, uses, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract.

e) **Interest of Contracted Company**

Unknown Supplier covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the

performance of his services hereunder. Unknown Supplier further covenants that in the performance of this Agreement no person having any such interest shall be employed.

f) **Interest of City and Other Officials**

No person listed below may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for him or herself or for those with whom he or she has family or thereafter:

i. Who is an employee, an agent, a consultant, an officer, or elected or appointed official of the City of Greensboro or any designated public agency, or sub recipients and;

ii. Who exercises or has exercised any function or responsibilities with respect to assisted activities; or

iii. Who is in a position to participate in a decision making process or gain inside information with regard to such activities.

g) **Maintain and Provide Required Legal Documents**

i. Unknown Supplier agrees to maintain as current all applicable insurance, licenses and certifications required by law and any additional requirements specified by the City.

ii. Evidence of Insurance, license and certification requirements shall be provided to the City's Centralized Contracting Division upon contract award and subsequently made available to the City for inspection at any time upon request of the City.

h) **Governing Law**

This Agreement is made under, and in all respects, shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County, North Carolina.

i) **Compliance with Applicable Law**

Any term or condition of the Contract which by operation or existence is in conflict with applicable local, state, or federal law shall be rendered void and inoperative. City and Unknown Supplier agree to accept the remaining terms and conditions.

j) **Indemnification**

Unknown Supplier does hereby agree to indemnify and save harmless the City of Greensboro, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, including environmental, which may arise from the sole negligence of Unknown Supplier's agents or employees performing, or as a result of work performed pursuant to this agreement.

k) **Confidentiality**

The Recipient, City, will not disclose to any third party, or make any use of the Discloser's, Unknown Supplier's Confidential Information except as required by the North Carolina Public Records Act. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The obligations hereunder will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, The City's obligations to maintain software as confidential will survive in perpetuity. "Discloser" means the party providing Confidential Information to the Recipient. "Recipient" means the party receiving Confidential Information from the Discloser. "Confidential Information" means non-public information of a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary and is marked "confidential" and meets the requirements of North Carolina General Statutes 132-1.2. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the Recipient is not public information and will not be released to the public by the Recipient except as set out below. Recipient will notify Discloser of any public records request, and if Discloser objects to Recipient disclosing any of the records responsive to the request, Discloser will notify the Recipient in writing within forty-eight (48) hours. If so notified, Recipient will not disclose the records until ordered to do so by a court of competent jurisdiction, and Discloser will enter an appearance as a party in-interest and defend Recipient in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which Discloser objected. Discloser will indemnify, save harmless, and pay any and all attorney's fees incurred by Recipient, and any attorney's fees Recipient is ordered to pay to any person(s) or organization(s) as a result of Discloser's objection to the release of the public records. Discloser will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees Recipient incurs as a result of Discloser's objection to the release of the records requested pursuant to the North Carolina Public Records Act.

l) **E-Verify**

Contractor certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform

any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

m) **Iran Divestment Act Certification**

As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to NCGS 147-86.58 and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Agreement on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.

6. **PROFESSIONAL SERVICES INSURANCE REQUIREMENTS**

a) **Insurance Requirements**

Unknown Supplier agrees to maintain all insurance requirements as required by law and shall furnish insurance certificate upon request of the City.

7. **CONTRACT CONTACTS**

a) **Contract Manager (Vendor)**

"The Contract Manager for this project is:

NAME:

ADDRESS:

CITY, STATE, ZIP CODE

PHONE:

EMAIL

b) **Contract Project Manager (City)**

All inquiries regarding the duties and requirements of performance under this contract, including payment inquiries, shall be directed to:

PROJECT MANAGER NAME:

ADDRESS

CITY, STATE, ZIP CODE

PHONE

EMAIL

c) **M/WBE Program (City)**

The City's Minority and Women Business Enterprise Program Office administers the Greensboro M/WBE Program. Inquiries related to the M/WBE program shall be directed to:

Greensboro Minority and Women Business Enterprise Program

336-373-2674

mwbe@greensboro-nc.gov

8. SCOPE OF AGREEMENT

a) Scope of Agreement

This Agreement is intended by the parties hereto to be the final expression of their Agreement and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, in triplicate originals on the date written above.

CORPORATION
Unknown Supplier

Signature

Date

Title

Printed Name

Witness

A separate City Signature Page will be inserted here

Exhibit 1 (Consultant Response)

Attachment A (Bid Package)



Local Preference Policy – Eligible Bidder Certification

I, _____ (the individual certifying below), being duly authorized by and on behalf of _____, the entity ("Bidder") submitting a bid or proposal on the solicitation from the City of Greensboro ("City") certifies as follows:

1. Bidder has read, understands, and agrees to be subject to and bound by the policy, rules, and conditions set forth in the City's Local Preference Policy.
2. Bidder understands "Eligible Bidder" is defined by the City's policy as follows:
Eligible Bidders. All bidders that have a Significant Business Presence for at least one year within the corporate limits (i.e., legal geographic boundaries) of the municipalities which comprise the Guilford County Economic Development Alliance (Greensboro, NC; High Point, NC; and Guilford County, NC) ("Local Area") are Eligible Bidders pursuant to this policy. A bidder has a Significant Business Presence in the Local Area, if it is headquartered in the Local Area for at least one year or it has at least 25% of its total full-time, part-time and contract employees regularly based in the Local Area for at least one year or generates at least \$500,000 in gross sales in the Local Area within the twelve months preceding the City's advertisement for bids to the general contractors for that specific contract. Notwithstanding any of the above, a location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a Significant Business Presence.
3. Bidder is an "Eligible Bidder" as defined by the City's policy (mark Yes or No):
 - a. YES _____, or
 - b. NO _____

Signature of Authorized Certifying Official

Print or Type Name:

Date

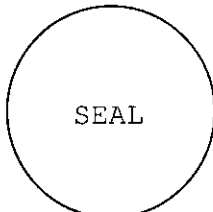
Name of Prime Contractor: _____ Project Name: _____

****Are you a certified M/WBE?** _____ Yes _____ No

The Bidder/Participant must indicate all subcontracts (M/WBE & NON-M/WBE) it intends to utilize as follows:

MBE	WBE	NON M/WBE	Subcontractor Name & County**	Nature of Work to be Performed	% Utilization
<p><i>**Only M/WBE firms that are certified by the North Carolina Department of Administration or the North Carolina Department of Transportation and have a significant business presence within the Greensboro MSA (Gulford, Randolph, Rockingham, Forsyth, Stokes, Davie, Yadkin, Davidson, Alamance and Surry Counties) will be counted towards the M/WBE goal(s).</i></p>				Total NON-M/WBE Utilization Commitment	
				Total MBE Utilization Commitment	
				Total WBE Utilization Commitment	
				(Submit Additional pages, if necessary)	

The undersigned will enter into a formal agreement with the M/WBE firm(s) for work listed on this affidavit conditional upon execution of a contract with the City of Greensboro. Breach of this commitment constitutes breach of bidder's contract if awarded. The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance herewith. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.



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

Statement of Intent to Perform Work without Subcontracting

We, _____, hereby certify that it is our intent to perform 100% of the work required for the _____ Contract.
(Name of Project & Contract Number)

In making this certification, the Bidder, pursuant to Item VIII, Section B, states the following:

1. That it is a normal business practice of the Bidder to perform all elements of this type of contract with its own work forces without use of subcontractors.
2. That if it should become necessary to subcontract some portion of the work at a later date, the Bidder will notify the City of Greensboro and institute good faith efforts to comply with all requirements of the M/WBE program in providing equal opportunities to M/WBE firms to subcontract the work.
3. That the Bidder will provide equal opportunity for M/WBEs to participate in significant material supplier opportunities available under the prime contract and to document good faith efforts as required herein.

Accompanying this certification the undersigned shall provide conclusive documentation which serves to verify that it is, and has been, a normal business practice for the indicated firm to perform all elements of this type of contract with its own workforce and without the use of subcontractors. The documentation must demonstrate that the firm has sufficient employees, equipment, and bonding to perform the entire contract without the use of subcontractors and that it has previously performed contracts of similar scope and comparable cost without the use of subcontractors.

Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder to the commitment herein set forth. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

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