

**City of Greensboro Request for Bid (RFB)
For General Services
White Street Landfill – Seeding & Repair**

The City of Greensboro's Field Operations department is seeking qualified contractor(s) to provide Seeding and Repair Services at the White Street Landfill. The contract will be awarded to the lowest responsive and responsible bidder along with references providing similar services. Upon their bid submittal, Contractor agrees to the standard contract terms and conditions outlined in the attached Sample General Services Agreement. The City of Greensboro reserves the right to reject any or all bids and to make an award in whole or part.

The qualified contractor should have the ability to provide these services for the full contract term. All awarded contracts will have a term of three years (**January 1, 2021 – December 31, 2023**).

Interested contractors must complete the attached Business Informational Form along with the Affidavit(s) and the Local Preference Form. Failure to return the forms will deem the response non-responsive. You may return the completed application to the address provided below or email is acceptable. Bids are due by 2:00 p.m. on **Wednesday, October 21, 2020.**

Kim Welborn, Contract Administrator
401 Patton Avenue
Greensboro, NC 27406
Phone: (336) 333-6605
Email: kim.welborn@greensboro-nc.gov

We are located at the Hugh Medford City Service Operations Center (Building A) 401 Patton Avenue in Greensboro, NC. Please enter through the double doors located behind the flag pools. Call for Kim Welborn or ring the door bell and deliver to Ashley Smith. No late submittals will be accepted.

Any questions about this work should be emailed to Kim Welborn, Contract Administrator for Field Operations, at kim.welborn@greensboro-nc.gov. All questions are due by **Wednesday October 14, 2020**. A Question and Answer document will be sent to all vendors that received the RFB.

Requirement for Timely Submittal of Insurance Documentation

Contractor agrees to furnish the City with the specified Insurance Certificate(s) and Endorsement in accordance with the contract specifications. Please note that Policy Endorsements naming the City as an additional insured may not contain government exclusions.

Complete insurance documentation must be provided to the City within 10 days of being awarded a contract. Contracts will not be executed without correct insurance documentation. Contractors are encouraged to provide their insurance agent with a copy of the insurance requirements located in the Sample General Services Agreement.

WHITE STREET LANDFILL – SEEDING CONTRACT SPECIFICATIONS

- This bid is for seeding “future” repair areas at the White Street Landfill
- This type of seeding repair is typical of Pipeline and Right of Way restoration projects
- Work will be performed in multiple locations over a 1000 acre site
- It is assumed that some areas are flat while others will be on a 3:1 slope
- Contractor must have capability to complete a minimum of 10 acres of repair work in 48 hours
- Contractor must be capable of Hydro seeding a minimum of 75 feet
- It is **estimated** that there will be a total of approximately 10-20 acres of seeding repair per year
- It is **estimated** that the contractor will be called out 1- 4 times annually
- Contractor will not mobilize for less than 2 acres of repair work
- Contractor must provide a list of equipment to be used for performing seeding repairs
- Contractor must provide the number of employees to be used in performing seeding repairs
- Contractor must provide a list of 3 similar seeding repair projects completed with references and contact numbers

Bids should be based on a “Per Acre” unit price

- “Per Acre” price should include all mobilization and demobilization
- “Per Acre” price should include a minimum of 4 inches of soil preparation
- “Per Acre” price should include seed, fertilizer, lime, straw, and tack
- “Per Acre “ price should include the following fertilizer & seeding requirements:

Minimum Fertilizer requirements are as follows:

- Lime 4000 LBS./acre
- Triple 10 Fertilizer 1000 LBS./acre

Minimum Seeding requirements are as follows:

<i>Late winter through early fall</i>	Tall Fescue at 150lbs./acre or Tall Fescue at 100lbs./acre plus Serecia at 60lbs./acre
<i>Early spring through late spring</i>	Tall Fescue at 150lbs./acre or Tall Fescue at 100lbs./acre plus Weeping Low Grass at 5lbs/acre
<i>Summer</i>	Tall Fescue at 150lbs./acre and as an option add Weeping Love Grass at 5lbs./acre
<i>Late Summer through early Winter</i>	Tall Fescue at 150lbs. /acre or Tall Fescue at 100lbs./acre plus Serecia at 60lbs./acre

M/WBE Participation Requirements

The Annual Aspirational Goals for participation in City contracts are based upon M/WBE availability by industry in accordance with the City's 2018 Disparity Study findings. The City of Greensboro has Annual Aspirational Goals for overall M/WBE participation in City contracts.

The M/WBE Program Plan defines Annual Aspirational Goals as a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of Greensboro contracts. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. For a full definition of Annual Aspirational Goals, see section IV of the M/WBE Program Plan.

There are no contract specific M/WBE participation Goals assigned to this contract. While there are no M/WBE Goals assigned to this contract, the Respondent should make every reasonable effort to solicit M/WBE firms to participate as subcontractors, service providers and suppliers in the contract.

If a Respondent subcontracts any portion of the contract to subcontractors, service providers and/or suppliers, the information must be reported on Affidavit C1, Subcontractor Utilization Commitment.

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

If the Respondent is not licensed to perform each and every type of work included in the Contract, or if the City has cause to believe based on past practice or other grounds that the Respondent will not be performing all work under the Contract with its own workforce, the City may reject the Respondent's Affidavit E1 and reject the proposal/bid as non-responsive.

The following certified Minority Group Members and/or women: African-Americans, Hispanic-Americans, Asian-Americans, Native Americans, and Non-Minority females are eligible to be counted for M/WBE participation in the contract 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.

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 mwbegso@greensboro-nc.gov.

M/WBE Program Policy Statement

It is the policy of the City not to enter into a contract or to 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, biological 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, Caswell, Chatham, Davie, Davidson, Durham, Forsyth, Franklin, Granville, Guilford, Hoke, Lee, Montgomery, Moore, Orange, Person, Randolph, Richmond, Rockingham, Rowan, Scotland, Stokes, Surry, Vance, Wake, Warren, Yadkin counties.

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. 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."

**City of Greensboro
Business Informational Form**

Business name: _____

Legal Business name: _____

Business address: _____

Primary Contact Person: _____

Primary Contact Phone Number: _____

Email Address: _____

How long have you been in business? _____

How many employees do you plan to use performing seeding and repairs? _____

Please list the equipment you plan to use for seeding and repairs _____

Is your business a certified HUB MBE or WBE? _____

**Please provide three references that we can contact to verify your work providing these services.
(include a contact name and phone number)**

Reference 1: _____

Reference 2: _____

Reference 3: _____

Pricing:	Price Per Acre
Seeding & Repair as outlined in Specifications (10-20 acres estimated annually)	\$ _____

I, _____, hereby affirm that the
(print name)

information provided on this application is correct to the best of my knowledge.

Signature

Date

Affidavit E1 Statement of Intent to Perform work without Subcontracting

We, _____, hereby certify that it is our intent to perform 100% of the work required for the _____ Contract.

(Name of Project & Contract Number)

In making this certification, the Bidder states the following:

1. That it is a normal business practice of the Bidder to perform all elements of this type of contract with its own work forces without the use of subcontractors.
2. That if it should become necessary to subcontract some portion of the work at a later date, the Respondent will notify the City of Greensboro and institute good faith efforts to comply with all requirements of the M/WBE program in providing equal opportunities to M/WBE firms to subcontract the work.

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

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

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

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

Affidavit C1 – **Subcontractor Utilization Commitment**

Name of Prime Contractor: _____ Project Name: _____

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

MBE	WBE	NON M/WBE	Subcontractor Name & County**	Nature of Work to be Performed	% Utilization

***Only M/WBE firms that are certified by the North Carolina Department of Administration or the North Carolina Department of Transportation and have a significant business presence within the Greensboro relevant marketplace will be counted towards the M/WBE goal(s).*

Total NON-M/WBE Utilization Commitment	
Total MBE Utilization Commitment	
Total WBE Utilization Commitment	

(Submit Additional pages, if necessary)

Pursuant to the City of Greensboro Minority and Women Business Enterprise (MWBE) Program Plan, the Respondent certifies that the above Minority/Women-owned Business Enterprise(s) was (were) contacted in good faith.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance herewith.

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

SEAL

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

GENERAL 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
Email address

CONTRACT INFORMATION

Contract Number: 2020 - XXXX

Award Amount: \$0.00

Contract Description: Insert type of contract

Initial Contract Term: Month Day, Year - Month Day, Year

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 **Enter Type of Service at what location**; 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 **Enter type of service at what location** 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) **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.

- b) **Severance**

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

- c) **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.

- d) **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.

- e) **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) **Nondiscrimination Requirements**
Unknown Supplier shall not discriminate against any member of the public in the use of City facilities or in the delivery of City programs, services or activities on the basis of sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity.
- 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 147-86.55 *et. seq.* 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.

Divestment from Companies Boycotting Israel Certification

As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment and Do-Not-Contract List – Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract List. All individuals signing this Contract on behalf of the Contractor certify that they are authorized by the Contractor to make this certification

6. **Insurance Requirements**

a) **Standard Insurance Requirements**

Insurance Requirements

1. Unknown Supplier shall maintain insurance policies at all times with minimum limits as follows:

Coverage	Minimum Limits
Workers Compensation	Statutory Limits
Employers' Liability	\$500,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Professional Liability (if applicable)	\$1,000,000 per occurrence/\$2,000,000 aggregate
Automobile Liability	\$1,000,000
Property Damage	\$1,000,000 per occurrence/\$2,000,000 aggregate

2. Unknown Supplier shall secure its general liability insurance from an "A" rated insurance company acceptable to the City and the City shall be named as an additional insured on the Contractor's general liability insurance policy, which shall be primary and not contributory to any other insurance that may be available to the City.

3. Unknown Supplier shall provide the City with a Certificate of Liability Insurance and an Additional Insured Endorsement naming the City of Greensboro as an additional insured on its General Liability Policy for review prior to the issuance of any Contract or Purchase Order. This should be an ACORD form 25 (2010/05) or similar (example attached).

4. Unknown Supplier or its agent shall provide the City with thirty (30) days written notice of cancellation, reduction, or other modification of coverage of insurance, and in the event {Unknown Supplier} fails to maintain and keep in force for the duration of this Contract the insurance required herein, the City may cancel and terminate this contract without notice, and the Contractor will be responsible for all losses incurred by the City for which insurance would have provided coverage.

5. Original insurance policies may be required by the City at any time. Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewed policies shall be sent (30) thirty days prior to any expiration date.

6. All insurance documentation required under this contract shall be forwarded to:

City of Greensboro
c/o Field Operations Department
PO Box 3136
Greensboro, NC 27402-3136
Reference Contract # (Insert description of contract)

7. Unknown Supplier shall not assign any part of this contract to other contractors or subcontractors without written pre-approval of the City; in which case it shall be the responsibility of Unknown Supplier to insure that all subcontractors comply with the same insurance requirements that Unknown Supplier is required to meet.

- b) **Special Requirements-Driving City Vehicles**
In the event that the performance of work under this contract requires driving of City vehicle, Unknown Supplier must maintain bodily injury and property damage insurance for any owned, hired and/or non-owned vehicles used in the performance of this agreement. The policy shall be endorsed to include the following additional insured language: The City of Greensboro shall be named "Designated Insured" on the Contractor's Automobile Liability insurance policy.
- c) **Business Auto Policy Requirements**
Unknown Supplier does hereby agree to maintain minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles.

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

SAMPLE

A separate City Signature Page will be inserted here

SAMPLE

Exhibit 1 (Contractors Response)

SAMPLE

ATTACHMENT A (Bid Package)

SAMPLE