



Winston-Salem



## Request for Proposals

### Winston-Salem Portrait Project

PROPOSALS WILL BE RECEIVED UNTIL

4:00 PM, Friday, March 16, 2018

in

City-County Planning Department, Att. Kelly Bennett  
PO Box 2511, 100 East First Street, Winston-Salem, NC 27102

### ADVERTISEMENT FOR PROPOSALS

Proposals for the City of Winston-Salem's **Winston-Salem Portrait Project** will be received **until 4:00 PM, Friday, March 16, 2018** by City/County Planning per instructions found below and within this complete RFP. Submissions may be mailed, hand-delivered, emailed, or submitted through Dropbox (**preferred submission method**). (Original notarized signature page must be mailed or hand-delivered.)

**Dropbox:** <https://www.dropbox.com/request/bPoabvfxHGz6gNqP252T>

**Email:** [kellyb@cityofws.org](mailto:kellyb@cityofws.org)

**Mail or Hand Delivery:** City-County Planning, Attn: Kelly Bennett, P.O. Box 2511, 100 E First Street, Winston-Salem, NC 27102

The City reserves the right to reject any or all proposals.

Jerry Bates  
Purchasing Director

## **Notice to Proposers**

It is the policy of the City of Winston-Salem that an employee, officer, or agent of the 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, have a financial interest.

The successful bidder must comply with all provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a proposal, the successful bidder 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 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 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.

### **City 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
- 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 or clarification from Offerors or to allow corrections of errors or omissions
- 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 Statutes. Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. 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 equipment used 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

### **E-Verify Compliance**

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

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

The City of Winston-Salem 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 of Winston-Salem desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body. For a complete review of the City Policy click the following link:

<http://wshome.cityofws.org/Portals/1/pdf/HR/Ethics%20Policy%20Revised%20May%202019%202014-Whistleblower%20revision.pdf>

## **Stimulation of the Local Economy**

In an effort to stimulate the local economy, foster development and promote efficiency in the provision of city services and the completion of various city projects, the City of Winston-Salem has undertaken an initiative to strongly encourage all parties contracting with the City of Winston-Salem to evaluate their internal operations and hiring practices and, where appropriate, to initiate efforts to stimulate the local economy by hiring applicants and contractors from the Winston-Salem/Forsyth County Area and by utilizing minority and women contractors and service providers. Such efforts to stimulate the local economy may be accomplished by posting job vacancies with the North Carolina Employment Security Commission, the Piedmont Triad Regional Council of Governments, and the Winston-Salem Urban League; and utilizing the State of North Carolina Office for Historically Underutilized Business database (<https://www.ips.state.nc.us/IPS/vendor/SearchVendor.aspx?hobtain>) 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.

## **Trade Secrets/Confidentiality**

Proposers must claim any material which qualifies as "trade secret" information under N.C.G.S. 66-152(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) any trade secrets submitted by a Proposer should be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

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

## **Contract**

Any contract resulting from this proposal shall be effective for one (1) year beginning from date of properly executed contract and ending December 31, 2018. Terms of the bid reserve the right for the City to extend this Agreement for as many as one (1) additional twelve (12) month period, provided that both parties are in agreement and funds are made available for this purpose.

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.

**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” form (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.

### **Evaluation**

As part of the evaluation process, the Evaluation Panel, consisting of Public Art Commission members and other community stakeholders, may engage in discussions with any Proposer. Discussions might be held with individual Proposers to determine in greater detail the Proposer’s qualifications, to explore with the Proposer the scope and nature of the required contractual Services, to learn the Proposer’s proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a contract that will be satisfactory to the City.

The City, in its discretion, may require one or more Proposers to make presentations to the Evaluation Panel or appear before the City and/or its representatives for an interview. During such interview, the Proposer may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Proposers will be notified in advance of the time and format of such meetings.

Since the City may choose to award a contract without engaging in discussions or negotiations, the Proposals submitted shall define the Proposer's best offer for performing the services described in this RFP.

# INSTRUCTIONS TO PROPOSERS

## INTRODUCTION:

The proposer must return the RFP with all information necessary to properly analyze the proposer's response in full. **All proposals shall be submitted no later than 4:00 PM, Friday, March 16, 2018. Late proposals will not be considered.**

## **Proposer Questions and Inquiries**

Proposer Questions and Inquiries relative to this RFP must be submitted **in writing only** by **12:00 Noon, Thursday, March 1, 2018**, to Jerry Bates, City/County Purchasing Director, 101 North Main Street, Winston-Salem, NC 27101 or e-mail: [jerryjb@cityofws.org](mailto:jerryjb@cityofws.org) (**Email is preferred**), Fax: (336) 727-2443. 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**

Submissions may be mailed, hand-delivered, emailed, or submitted through Dropbox (**preferred submission method**). (**Original notarized signature page must be mailed or hand-delivered.**)

**Dropbox:** <https://www.dropbox.com/request/bPoabvfxHGz6gNqP252T>

**Email:** [kellyb@cityofws.org](mailto:kellyb@cityofws.org)

**Mail or Hand Delivery:** City-County Planning, Attn: Kelly Bennett, P.O. Box 2511, 100 E First Street, Winston-Salem, NC 27102

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.

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

REQUEST FOR PROPOSALS  
**CALL TO ARTISTS + ARTIST TEAMS**  
Winston-Salem, Forsyth County, NC



**WINSTON-SALEM PORTRAIT PROJECT**

**Deadline:** March 16, 2018, by 4:00 p.m., EST

**Finalist Honorarium:** \$1,000 + travel stipend

**Projected Budget:** \$200,000 total; \$60,000 proposed artist fee

**Overview**

The Winston-Salem/Forsyth County (NC) Public Art Commission is seeking an artist or artist-led team with community organizing experience to engage the public and facilitate a citywide art project with the working title, “Winston-Salem Portrait Project.” We envision this project as a photographic portrayal of our community: a portrait made of our many faces, displayed where we come together and where we’re divided. We are seeking an artist/organizer experienced in photographic media, with strong communication skills and the demonstrated ability to work collaboratively to conceive of and lead a community-wide project.

Winston-Salem is a city of 240,000 in central North Carolina. Once known for manufacturing cigarettes and textiles, it is shaping a new identity as “The City of Arts and Innovation.” It is home to five colleges and universities, including Wake Forest University, the University of North Carolina School of the Arts, and HBCU Winston-Salem State University. Downtown Winston-Salem is resurgent with apartments, restaurants, breweries, and the best examples of the creative economy. Yet, despite our community’s efforts, the transition from industrial to postindustrial city has not ended the problems of segregation, inequality, and poverty. We hope this artwork will help us see each other and the places we inhabit more openly and increase our capacity for compassion.

**Artwork Vision**

The committee anticipates that this will be a citywide project that will include at least nine displays: one Downtown as well as at least eight displays throughout the city in neighborhood settings and other high-visibility areas. Locations will be determined as part of the community outreach component of the project in collaboration with City residents and a local coordinator. The duration of each display could range from temporary to semi-permanent to permanent.

The artwork should:

- Further communication, understanding, compassion, and empathy;
- Bridge the divisions between neighborhoods, including perceived barriers and human differences;
- Expose the community to innovative forms of public art;
- Involve the community in educational and collaborative activities;
- Create work that is responsive in medium and method to place; and
- Enhance the visual identity of the city.

## **Artist Eligibility**

This is a national competition open to professional artists and artist teams. All members of the team must be over 18 years old. The project is open to all artists, regardless of race, creed, color, sex, sexual orientation, gender identity, pregnancy, age, religion, political affiliation or beliefs, national origin, or handicap.

Applicants may be from a broad range of disciplines, including but not limited to the visual arts, performing arts, literary arts, interdisciplinary and/or multidisciplinary art, media arts, and urban/environmental design. Teams may include professionals whose expertise and experience would be beneficial to the project (e.g. an architect, designer, community organizer, nonprofit administrator, entrepreneur, etc.).

## **Public Art Commission Responsibilities**

- Hire local coordinator from project budget. Lead artist will have input in hiring.
- Help coordinate community engagement opportunities.
- Help to provide locations for artwork, housing, materials, work space, etc.

## **Final Artist Responsibilities**

In addition to executing the Winston-Salem Portrait Project, the chosen artist or artist team will:

- Work with a local coordinator to manage a community engagement process that helps select individuals to be photographed and locations to display images.
- Teach a community workshop that is free and open to the public. Possible topics could include lighting techniques, creative marketing strategies, or professional development.
- Lead an open studio session for the public, particularly emerging artists, to demonstrate the techniques used to create the project.
- Maintain commercial general liability and automobile liability insurance.
- Follow the City's M/WBE policy (described in the following section).

## **M/WBE Requirements**

Artists must demonstrate a commitment to use the services of minority or women-owned businesses (M/WBE) for subcontracting activities (e.g. printing services) associated with the project. M/WBE participation should account for at least 10 percent (\$20,000) of the total budget. Lead artists who are themselves minorities or women, and pledge to register as an M/WBE if chosen, will be considered as complying with this policy. Policies and forms are attached to this RFP. Artists are highly encouraged to contact Tiesha Hinton ([tieshah@cityofws.org](mailto:tieshah@cityofws.org) or 336-734-1262) well in advance of submitting proposal to ensure all M/WBE requirements are met.

## **Local Artists**

The City of Winston-Salem prides itself as a "City of Arts and Innovation" and values the work of local artists. Each artist's location will be one of the criteria considered as part of the evaluation process.

## **Tentative Project Timeline**

### **Phase 1: Conception, Planning, and Prototyping (fall 2018 – winter 2019)**

- With guidance from the Public Art Commission, the artist(s) will design a "citywide portrait" of Winston-Salem;
- The artist(s) will work with a local coordinator to manage a community engagement process that helps select individuals to be photographed and locations to display images. The local coordinator will be paid from the project budget;
- The artist(s) will create a prototype of the project on a limited scale.

### **Phase 2: Production (spring – summer 2019)**

- Photographic portrait sessions in multiple locations throughout the city;
- Image preparation and design work;
- Community workshop and open studio session.

### **Phase 3: Rollout (fall 2019)**

- Coordinate display of images for a synchronized project rollout.

## Tentative Artist Selection Schedule

**March 16, 2018:** Proposals Due

**April 30, 2018:** Finalists Notified

**June 2018:** Finalist Interviews

**June 29, 2018:** Selected Artist Notification

### Selection Process

A selection committee of Public Art Commission members and other community stakeholders will evaluate all submissions based on the following criteria and weighted scale:

Criteria	Weight
<b>Artistic Excellence and Originality</b>	20.00
<b>Experience</b>	20.00
<b>Permanent Aspect of Proposal</b>	10.00
<b>Location of Lead Artist</b>	20.00
<b>M/WBE Commitment</b>	20.00
<b>Price</b>	1.00
<b>Presentation and Interview (Finalists Only)</b>	9.00

- **Artistic Excellence and Originality (20%)** – The proposal should be an imaginative solution to the call that is both original and artistically excellent. Past work should demonstrate experience with similar projects, originality, and artistic excellence.
- **Experience (20%)** – Artist’s or artist team’s experience leading large-scale public art projects with a significant public outreach component. Such projects should be highlighted and described on lead artist’s or each team member’s resume or CV.
- **Permanent Aspect of Proposal (10%)** – Artistic excellence and originality of the permanent aspect of art proposed as part of the larger project.
- **Location of Lead Artist (20%)** – Distance of lead artist’s studio from the city of Winston-Salem.
- **M/WBE Commitment (20%)** – 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. Lead artists who are themselves minorities or women, and pledge to register as an M/WBE if chosen, will be considered as complying with this policy.
- **Price (1%)** – Competitiveness of proposed artist fee (up to \$60,000) within the larger \$200,000 project budget. The selection panel is not bound to select the respondent who proposes the lowest fee.
- **Presentation and Interview (Finalists Only) (9%)** – The three respondents with the highest scores will be considered finalists and be asked to make a presentation and be interviewed by the selection panel.

### Required Submission Materials

- **Proposal**
  - Clearly describe how you would create artwork that advances the vision and goals of the Winston-Salem Portrait Project. Describe the artwork you propose to display in at least nine locations throughout the city (at least one downtown display and eight neighborhood displays).
  - Clearly describe the permanent aspect of your proposal and how it will have a lasting impact on the city.
  - Describe how you intend to include the larger Winston-Salem community in the project, including choosing subjects to photograph and locations for displays.
  - Summarize your experience in developing and/or executing creative and collaborative projects (i.e. site-specific performances/art installations, interactive and participatory artworks/spectacles, multimedia projects, creative placemaking events, festivals, etc.).

- Describe how you have used arts and culture to address a community issue/challenge or used a creative solution, creative problem-solving, or an artist practice to build upon a community asset.
- **Notarized Signature Page**
  - An original signature page (**page 21** of this document), with the lead artist's notarized signature, must accompany the proposal, and should be sent by mail or delivered in person to the address below.
- **Visual Materials**
  - Visual examples, including sketches, in support of the proposal.
  - A relevant body of work that demonstrates conceptual, aesthetic, and technical mastery, including images, videos, websites, PowerPoints, etc.
  - There is no limit on the number of examples to be submitted. Artists should submit what they consider to be an appropriate amount of work to support their proposal.
- **M/WBE Documentation**
  - Completed forms to demonstrate a commitment to use the services of minority or women-owned businesses for subcontracting activities (e.g. printing services) associated with the project. M/WBE participation should account for at least 10 percent (\$20,000) of the total budget. Lead artists who are themselves minorities or women, and pledge to register as an M/WBE if chosen, will be considered as complying with this policy.
  - Artists are highly encouraged to contact Tiesha Hinton ([tieshah@cityofws.org](mailto:tieshah@cityofws.org) or 336-734-1262) well in advance of submitting proposal to ensure all M/WBE requirements are met.
- **Budget**
  - Include a preliminary budget for the project that includes the artist fee (up to \$60,000), subcontracting (including for local coordinator), materials, travel, insurance (auto and \$1,000,000 general liability policy), and other anticipated costs associated with the proposed project to total \$200,000.
  - Indicate M/WBE participation in subcontracting activities (unless the lead artist is a minority or woman, and pledges to register as an M/WBE if chosen).
- **Resume or CV (for each artist or team member)**
  - A resume or CV including all relevant education and professional experience for each team member.
  - Highlight experience leading large-scale public art projects with a significant public outreach component.
  - Mailing addresses, email addresses and phone numbers for all team members.
- **References**
  - Contact information for two professional references, including names, phone numbers, and email addresses.

**Send Submission Materials to:**

Submissions may be mailed, hand-delivered, emailed, or submitted through Dropbox (**preferred submission method**). (Original notarized signature page must be mailed or hand-delivered.)

**Dropbox:** <https://www.dropbox.com/request/bPoabvfxHGz6gNqP252T>

**Email:** [kellyb@cityofws.org](mailto:kellyb@cityofws.org)

**Mail or Hand Delivery:**

City-County Planning  
 Attn: Kelly Bennett  
 P.O. Box 2511  
 100 E First Street  
 Winston-Salem, NC 27102

**\*\* Submission must be received electronically, by mail, or hand-delivered by March 16, 2018, 4:00 p.m. EST. No exceptions. \*\***

## **Selection Process**

A. Selection shall be made from all offers deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation of factors included in the RFP, including price. Interviews may be conducted with the respondents so selected. 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 to be the most advantageous. Should the Evaluation Panel determine in its sole discretion, that only one respondent is fully qualified, or that one respondent is more qualified than the others under consideration, a contract may be negotiated and awarded to that respondent.

B. An Evaluation Panel of Public Art Commission members and other community stakeholders will review all proposals submitted in response to this RFP. The Public Art Commission will make a recommendation to the City Council for their review and approval. The Winston-Salem City Council reserves the right to reject any and all proposals and to waive any informality or irregularity in the proposals received.

C. It is the policy of the City of Winston-Salem that a City employee, officer or agent of the City may not participate in any manner in any contracts or subcontracts, materials, goods, personal services or construction in which contract or subcontract he, or any member of his immediate family, business partner or any organization in which they serve as an officer, director, trustee or employee, has a financial interest.

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

## Policy

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

## Obligation of Proposers

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

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

Firms are highly encouraged to consider any and all possibilities for M/WBE participation. A complete list of State of North Carolina HUB certified MBE's and WBE's is available at <https://www.ips.state.nc.us/vendor/searchvendor.aspx?t=h>. The 10% M/WBE goal may be satisfied by an entity that qualifies as a Minority Business Enterprise under N.C. General Statute 143-128, and that has been certified by the State of North Carolina. During the course of the contract successful consultant will be required to submit *Minority Documentation for Contract Payments, Affidavit F*, with each monthly pay application. Final payment will be withheld until the consultant completes and submits an *Affidavit of Payment to M/WBE Sub Consultants*. The City, however, at its discretion may require additional periodic reports. Final payment will be withheld until the goal percentages for M/WBE participation, previously agreed to by the successful consultant, have been confirmed by the City and/or Commission.

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

### **Failure to do so will render your proposal as non-responsive:**

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

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

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

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



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

**AFFIDAVIT A GOOD FAITH EFFORTS**

Project:

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

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

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

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

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

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

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

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

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

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

**GOOD FAITH EFFORTS (continued)**

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 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 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

*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*

**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.



## MWBE Replacement Request Form

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

In accordance with the "Identification of Minority Participation Form", 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.

**Winston-Salem Portrait Project**  
**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)

\_\_\_\_\_  
Federal Identification No.

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
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 and may be used during the Proposal evaluation process:**

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

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	
							<b>0</b>
% 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.

**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: **Artist 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 Contractor's compensation being limited to the direct printing and copying expense and/or direct expenses to copy and supply computer information on a diskette. The Contractor's 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 Contractor's documents apart from this agreement.

**Notices.** Any notice or other communication herein shall be in writing and shall be sent via a method permitting confirmed receipt (such as registered U.S. mail or an overnight courier service such as Federal

Express). All notices shall be confirmed by facsimile transmission. All notices shall be deemed given when deposited, postage prepaid, in the United States mail or to the overnight courier service, addressed as set forth below, or to such other address as any one party shall advise the other in writing:

If to the City:

Name:

Position:

Address:

If to the Contractor:

Name:

Position: Representative

Address:

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

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

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

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

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

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

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

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

**Renewal Terms:** Terms of the bid reserve the right for the City to extend this Agreement for as many as one (1) additional twelve (12) month period, provided that both parties are in agreement and funds are made available for this purpose. A properly executed purchase order shall be evidence of an extension agreed to by the parties and that said purchase order shall become a self-executing amendment to the contract.

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

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

**CITY OF WINSTON-SALEM**

ATTEST:

\_\_\_\_\_  
(SEAL)  
Melanie Johnson, City Secretary

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

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

Approved as to form and legality.

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

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

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

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

**BUSINESS NAME**

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

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_  
(Print Name) (Print Position Title)

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

ATTEST:

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

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

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

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

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

Sworn to or subscribed before me this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SEAL**

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