



REQUEST for PROPOSALS

Naming Rights for the Winston-Salem Fairgrounds Annex and Ice Rink

Pursuant to N.C.G.S. 143-129.8, sealed proposals endorsed **Naming Rights for the Winston-Salem Fairgrounds Annex and Ice Rink** to be furnished to the City of Winston-Salem will be received by the City/County Purchasing Department in Suite 324, City Hall Building, 101 North Main Street, Winston-Salem, NC until **12:00 Noon, Thursday, May 31, 2018**. Instructions for submitting proposals and complete specifications may be obtained during regular office hours at the same location, or by contacting Jerry Bates via email jerryjb@cityofws.org or phone 336-747-6939. The City reserves the right to reject any or all proposals.

Jerry Bates
Purchasing Director

I. Introduction and Purpose:

The Winston-Salem Fairgrounds Annex and Ice Rink is a 28,000 sq. foot building set on property of the Winston-Salem Fairgrounds and is used as the City's primary entertainment facility. The Annex is home to more than 150 usage days per year, to include various concerts, sporting events, tradeshow, as well as high school events, community events and much more annually.

The purpose of this Request for Proposal is to associate a corporate name with this public assembly /entertainment facility. This opportunity will forge a partnership between the private and public sectors.

For the corporate partner, naming rights can mean far more than traditional advertising and marketing buys. Naming rights will give the corporation an opportunity to showcase its brand at the facility, while creating a cost efficient method to advertise and brand itself.

Public sector financial benefits include the enhancement of marketing budgets to attract new concerts and special events, venue upgrades, and continued facility capital improvements, increasing exposure for both parties.

The appeal of Annex naming rights are not only concentrated to local audiences for concerts and special events but also extend across the state, region, and nation. This diversity of clientele is extremely valuable and difficult to reach in an effective manner through traditional marketing avenues, and as such, gives the corporate partner an excellent and unique marketing tool.

The naming rights package, while garnering thousands of impressions annually, also gives the corporation perceptible signage, public relations, and organic promotional opportunities not available in most media placements; therefore, the overall objective of this naming rights Request for Proposal is to effectively identify one regionally based corporation that can create a successful partnership that enhances the company's community marketing efforts and image while offering the Winston-Salem Fairgrounds revenue to continue to attract and develop new business for the region.

II. Annex General Information:

The Annex is a multipurpose arena in the heart of Winston-Salem just two miles from downtown.. The Annex is also home to Winston-Salem's only public ice skating rink. The building hosts numerous year-round special events that will provide additional Annex Partner exposure. Concerts to include Sawyer Brown, Newsboys, Colt Ford, Ronnie Milsap, Nitty Gritty Dirt Band, Tanya Tucker, and Jurassic Quest. Current events include North Carolina High School Robotics Competition, NC USA Wrestling, and so much more. The ice rink is currently home to the Triad's only professional hockey team in the Carolina Thunderbirds, Winston-Salem Youth Hockey, Wake Forest Hockey, and is rented to multiple private rental groups. The Fairgrounds Annex is also slated to host the 2019 ACCHL College Hockey Championship.

Historically the Annex sees 100,000 guests walk through its doors from direct events.

The Annex is also utilized during the annual Dixie Classic Fair for commercial exhibits. The Fair consistently has an average attendance of over 300,000 guests that have potential brand impact. Additional Fairgrounds events increase brand exposure with another 90,000 guests visiting outdoor events, the Education Building, the Midway, Home and Garden Building, and more.

Just across the street is BB&T Field, Wake Forest Baseball Park, and the LJVM Coliseum. These venues add an additional 600,000 plus guests yearly that also add to the brand impact.

The North Carolina Department of Transportation's latest annual average daily traffic volume on Deacon Blvd equals 5,200 vehicles or 1,898,000 vehicles per year.

Yearly Brand Impact potential: 2,988,000 guests/vehicles

Direct Annex attendance: 100,000 guests

Residual Fair attendees: 300,000 guests

Surrounding Private Venues: 600,000 guests

Other Fairground Events: 90,000 guests

Vehicle traffic: 1,898,000 vehicles

(note the above numbers represent estimated and historic guests on, within, or around the property and do not include any organic press, media, social, website, etc)

Some examples of additional brand impact include: Up to 200,000 web hits to wsfairgrounds.com - Over 15,000 Social Media Followers - A Google search of "Winston-Salem Annex" reveals over 208,000 web results and 735 Media/News articles.

III. Selection Criteria Details:

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

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

Financial Proposal- Proposers shall outline their financial proposal including, but not limited to, payment plan and escalation factors in sufficient detail so that a thorough analysis of the proposal may be performed. In valuing naming rights, corporations generally consider the following attributes:

- Proposed term of the contract
- Number and type of events at the facility
- Annual attendance
- Demographics of the audience
- Media exposure
- Value of benefits in package
- Comparative analysis with other similar facilities
- Competition for the opportunity in the market

The City desires the payment plan to consist of a payment of fifty percent (50%) of the naming rights fee in advance and the balance to be paid in equal annual installments over the term of the agreement.

Term- A minimum term of three (3) years must be contemplated with mutual renewable options.

Marketing Initiatives- Proposer must outline how it will enhance the Annex operation with marketing support in the form of media, promotions, and community projects.

Financial Stability- Proposer must submit with proposal sufficient evidence of financial stability. Proposers are also welcome to include any additional information deemed appropriate for consideration.

Quality of Proposal - Meets RFP requirements, readability and flow of proposal, overall marketing vision and creativity that furthers City's commitment to rebranding the facility, including but not limited to signage, media exposure, etc. The respondent's responsiveness and compliance with the RFP requirements and conditions. The respondent's demonstrated ability to provide the service requested by the City through this RFP. The ability, capacity and skill to fully and satisfactorily provide the service required in this RFP.

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

Criteria	Weight
Financial Proposal	65.00
Marketing Initiatives	10.00
Financial Stability	15.00
Quality of Proposal	10.00

Miscellaneous

Proposed Name of Annex- Proposers shall propose alternative names for the facility. These will be discussed more fully during the negotiation process, with the Winston-Salem Fairgrounds, Public Assembly Facilities Commission, and the City of Winston-Salem having final approval authority of the name of the facility and the facility logo (if applicable). The successful Proposer will be required to license the right to include any trademarks which are included in the facility name and facility logo (if applicable). Facility name examples: Special Events Center, Arena, Place, Forum, etc.

Exclusivity- Proposers shall define the entities that are within the Proposer’s area of business that it desires to preclude from having naming rights for areas within the fairgrounds. The fairgrounds intends to avoid the granting of naming rights for other areas within the park to entities that are in the same area of business of the successful proposer unless already contracted.

Pouring Rights- NOTE: The Winston-Salem Fairgrounds intends to issue a separate Request for Proposals (RFP) for Pouring Rights at the fairgrounds. If a proposer’s primary business model includes soft drinks, bottled water and isotonic sports drinks, the proposer may include a proposal for pouring rights in their Naming Rights Proposal.

IV. Benefits in the Naming Rights package:

Listed below are the benefits that will be made to the successful proposer.

The name of the Annex, which is proposed by the successful proposer and approved, will be the exclusive name of the facility in all official facility references during the term of the agreement. Additionally, the successful proposer will have the right to create and develop a proposed logo for the facility, incorporating the existing fairgrounds logo, which is subject to approval.

Name and logo identification in all official facility references made including, but not limited to, the following:

- Name and logo identification in all official facility references
- Press conferences – name/ logo inclusion
- All Media correspondence
- Media placement- TV, Radio, and Print
- Public event advertising. All visual advertising is required to include the facility mark, ensuring branding of the facility and naming rights partner.
- Website with links
- Facility related publications
- Tickets to events (when applicable)
- Advertising/Promotional literature
- Sponsorship exclusivity in the sponsor’s category- both product and/or service usage and in advertising.

- Right to utilize the sponsorship and facility name and/or logo in its own advertising.
- Product or service usage in a business partnership at the facility.

V. Why you should consider:

- Position your company as a forward-thinking, community leader
- Expose your brand to a cross-section of demographic, geographic and lifestyle
- Build engaging relationships
- Build positive associations through beloved events, experiences, traditions and memories-made at the Annex
- Drive sales for a new and existing business
- Corporate community engagement.
- Influence consumer perceptions.

Demographics- Individuals attending events at the Annex will come from the local area as well as from primarily the Southeastern United States. An estimated 75% of the Annex attendees will be from the local Piedmont Triad area. The other 25% will travel up to 100 miles attending a concert or festival / event.

VI. Scope of Service:

Title Sponsorship entitles the Proposer to rename the Annex with a name chosen by the sponsor, subject to approval by the Winston-Salem Fairgrounds, Public Assembly Facilities Commission, and Mayor and City Council.

The Proposer will commit to provide exterior signage at the main entrance at their cost. All sign placements must be approved by the Winston-Salem Fairgrounds and be in accordance with all municipal approvals, zoning and building code requirements. The naming rights Proposer shall be responsible for contracting all work related to the installation of all exterior and interior signage and painting as approved. All contractors and subcontractors performing work at the request of the naming rights Proposer shall be required to provide certificates of insurance in compliance with the insurance requirements set forth by the City of Winston-Salem.

The Proposer shall provide all ongoing maintenance and bulb replacement in a timely manner for the signs that are located on the exterior of the building. All other signs in the Annex, once installed, are the responsibility of the Winston-Salem Fairgrounds.

It will be the responsibility of the naming rights Proposer to work and compensate the Winston-Salem Fairgrounds to change the signs in the facility, once installed.

Proposers are encouraged to offer and shall describe promotional advertising opportunities that may include additional revenue or marketing benefits, which support Annex attendance or attendees.

Proposers shall state their objectives and strategy to introduce, build, and increase awareness of the Annex’s new name. This is a key component of the Proposal and must be clearly delineated.

Proposers shall describe their strategy to ensure a complete and integrated use of the new name.

The process for selecting an appropriate corporate partner for naming rights is designed to attract competitive bids from companies supportive of increasing the Winston-Salem Fairgrounds image and reputation.

VII. Evaluation / Selection Process:

Proposal Evaluation

As part of the evaluation process, the Evaluation Panel, consisting of City Staff, 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.

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.

Selection Process

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. Interviews may be conducted with the respondents so selected. 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. A multi-year contract with automatic renewal may be considered, if this is determined to be in the best interest of the City.

The City reserves the right, as part of the selection process, to request on-site (or virtual) demonstrations and/or presentations. In the event that such demonstrations or presentations take place, Proposers will be selected for this process based on scores derived from the scoring matrix, which includes the criteria described in Section III. The scoring of the demonstration or presentation must be based upon the criteria from one or more of the original evaluation factors. After the demonstrations or presentations, each Proposer will then be re-graded on the same criteria. The number of Proposers chosen to take place in the demonstration/presentation process is subject to administrative discretion.

An Evaluation Panel of City staff will review all proposals submitted in response to this RFP. The Evaluation Panel will make a recommendation to the Public Assembly Facilities Commission. After the Commission's review, they will forward a recommendation to the Mayor and City Council for their consideration and approval. The Mayor and City Council will award a contract to the respondent whose proposal best supports the requirements of the proposal. The Mayor and City Council reserves the right to reject any and all proposals and to waive any informality or irregularity in the proposals received.

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 decrease, 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>.

Divestment from Companies that Boycott Israel

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

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 as it relates to this solicitation, click the following link. <http://www.cityofws.org/bids>

Stimulation of the Local Economy

In an effort to stimulate the local economy, foster development and promote efficiency in the provision of city services and the completion of various city projects, the City of Winston-Salem has undertaken an initiative to strongly encourage all parties contracting with the City of Winston-Salem to evaluate their internal operations and hiring practices and, where appropriate, to initiate efforts to stimulate the local economy by hiring applicants and contractors from the Winston-Salem/Forsyth County Area and by utilizing minority and women contractors and service providers. Such efforts to stimulate the local economy may be accomplished by posting job vacancies with the North Carolina Employment Security Commission, the Piedmont Triad Regional Council of Governments, and the Winston-Salem Urban League; and utilizing the State of North Carolina Office for Historically Underutilized Business database (<https://www.ips.state.nc.us/vendor/searchvendor.aspx?t=h>) or other local resources such as the City of Winston-Salem M/WBE Program to identify Winston-Salem/Forsyth County based contractors and subcontractors. Stimulation of the local economy requires a collaborative effort of both the public and private sector. The city is committed to taking reasonable steps to achieve said goal.

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.

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.

INSTRUCTIONS TO PROPOSERS

PREPARATION OF 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.

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.

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.

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. The type of organization of the Offeror whether individual, partnership, corporation, or joint venture among any types of entities shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities must be fully disclosed and clearly explained.

PROPOSER QUESTIONS AND INQUIRIES

Questions or inquires relative to this RFP must be submitted **in writing only** to Jerry Bates, City/County Purchasing Director, 101 North Main Street, Winston-Salem, NC 27101 or e-mail: jerryjb@cityofws.org (**Email is preferred**). Fax: (336) 727-2443. **All inquiries must be made by 12:00 Noon, Wednesday, May 16, 2018.** 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

This entire set of documents constitutes the RFP. The Proposer must return the RFP with all information necessary to properly analyze the Proposer's response in full. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. **All proposals marked Naming Rights for the Winston-Salem Fairgrounds Annex and Ice Rink shall be returned in a sealed container/envelope containing one original (please mark document as original) proposal showing original signatures and seals, and three (3) copies of the complete proposal.** In addition to the four (4) paper copies, please include one USB flash drive or CD containing only the information included in the hard copy version of the proposal in a pdf format. Please identify the flash drive or CD with the Company Name and RFP name. Proposals may be submitted in person, mail, or other delivery method (**excluding email or facsimile**) to the City/County Purchasing Division in Suite 324, City Hall Building, 101 North Main Street, Winston-Salem, NC, no later than **12:00 Noon, Thursday, May 31, 2018**. **Late proposals will not be considered.** The City of Winston-Salem reserves the right to reject any or all proposals and to negotiate the final terms of any proposal. Issuance of this RFP does not guarantee a contract will be awarded to any Proposer.

This signature page must be completed and submitted with the proposal:

Naming Rights for the Winston-Salem Fairgrounds Annex and Ice Rink

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

**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: **Naming Rights for the Winston-Salem Fairgrounds Annex and Ice Rink.**

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 City.

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

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

Insurance. During the performance of the service described herein, the Contractor shall:

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

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

limit/aggregate.

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

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

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

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

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

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

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

If to the City:

Name:

Position:

Address:

If to the Contractor:

Name:

Position: Representative

Address:

Severability. If any provision of this agreement is held to be void, invalid, illegal or unenforceable under any law

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

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

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

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

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

<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.

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

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

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

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: The initial contract term is one three (3) year term. The contract may be extended for as many as one (1) additional three (3) year term, for a total of six years, 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.

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.

THIS IS A SAMPLE CONTRACT FOR REFERENCE ONLY

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 _____ /_____/_____

Project/Bid Description: Contract for

Bidder's Company Name: _____

City/State: _____

WORKFORCE DEMOGRAPHICS

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

Prepared by:

Name of Preparer _____
 (Print or Type)

 (Signature)

 (Title)

Phone Number: _____

Email Address _____

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