PRE-PROPOSAL CONFERENCE NOTICE

PRE-PROPOSAL CONFERENCE

For

CLEAN TEAM AMBASSADORS for DOWNTOWN WINSTON-SALEM BUSINESS IMPROVEMENT DISTRICT (DWSBID)

WILL BE HELD AT

10:00 AM, WEDNESDAY, MARCH 13, 2019

IN

DWSP CONFERENCE ROOM, 305 W. FOURTH STREET, SUITE 2E
WINSTON-SALEM, NORTH CAROLINA

Proposers are highly encouraged to attend this conference. The purpose of the meeting is to explain the scope of services as it relates to Clean Team Ambassadors for Downtown Winston-Salem Business Improvement District (DWSBID), answer questions potential proposers may have regarding the solicitation documents, and to discuss and clarify any issues.

Clean Team Ambassadors
For Downtown Winston-Salem Business Improvement District (DWSBID)

Bids Will Be Received Until
5:00 PM, Thursday, March 21, 2019
by
DOWNTOWN WINSTON-SALEM PARTNERSHIP
305 W. FOURTH STREET, SUITE 2E
WINSTON-SALEM, NORTH CAROLINA 27101
REQUEST FOR PROPOSALS

Clean Team Ambassadors for DWSBID

Electronic proposals with “Proposal – Clean Team Ambassadors for DWSBID” identified in the Subject line of the email will be received by the Downtown Winston-Salem Partnership, Inc. (DWSP) at jason@dwsp.org until 5:00 PM, Thursday, March 21, 2019. Instructions for submitting proposals and complete specifications may be obtained during regular office hours at the same location, or by contacting Jason Thiel via email jason@dwsp.org or phone 336-354-1500 x1. The DWSP reserves the right to reject any or all proposals.

This Request for Proposal (RFP) outlines a description of the services sought and the documents interested firms will be required to submit. **Clean Team Ambassadors providers interested in providing the services solicited are highly encouraged to attend the Pre-Proposal Conference to be held at 10:00 AM, Wednesday, March 13, 2019, in the DWSP Conference Room, 305 W. Fourth Street, Suite 2E, Winston-Salem, NC.** The Pre-Proposal Conference will provide the opportunity to explain the scope of services as it relates to Clean Team Ambassadors for Downtown Winston-Salem Business Improvement District (DWSBID), answer questions potential proposers may have regarding the solicitation documents, and to discuss and clarify any issues.

Jason Thiel
President
DWSP, Inc.
Overview

Downtown Winston-Salem Partnership, Incorporated (DWSP) leads the community’s revitalization efforts in the central business district. With the efforts of DWSP and other stakeholders, downtown has seen significant growth and development, including new shops, restaurants and residences. With this success, Downtown’s need for basic services has also increased. This led to the creation of the Downtown Winston-Salem Business Improvement District (DWSBID); a Municipal Service District, in November of 2013.

The purpose of this RFP is to obtain quotes for providing Clean Team Ambassador services for Downtown Winston-Salem. The service provider shall be responsible for recruiting, hiring, training, equipping and directing the necessary personnel to provide service on a seven-day-a-week basis.

This program will require a firm with a strong knowledge and experience in providing Clean Team Ambassador services within established districts, especially within urban settings. The firm must understand the needs for both commercial and residential stakeholders and have strong knowledge of local government practices, federal and state regulations and physical limitations within Downtown.

Client: Downtown Winston-Salem Partnership, Inc. (DWSP)

Selection Process: The responses to this request will be evaluated by a committee coordinated and convened by the DWSP.

TIMEFRAME (subject to changes)

- RFP Issued February 19, 2019
- Pre-Proposal Conference March 13, 2019
- Last Date for Questions March 15, 2019
- Final Addendum Issued March 18, 2019
- Proposals Due March 21, 2019
- Short List Notified March 26, 2019
- Short List Presentations April 9, 2019
- Contractor Selection April 12, 2019
- Start Services July 1, 2019

BACKGROUND

Downtown Winston-Salem Partnership, Incorporated (DWSP) is a non-profit organization focusing entirely on Downtown and operates the Downtown Winston-Salem Business Improvement District (DWSBID) with specific boundaries (see Exhibit A). The DWSP is governed by the Board of Directors consisting of stakeholders, including business owners, property owners and representatives from local government. DWSP provides public space management, marketing, urban planning and other enhanced services for the Downtown area.

DWSP is seeking to provide Clean Team Ambassadors that will provide special cleanliness and sanitation services to Downtown businesses and property owners. The successful proposer will provide these services for the DWSBID as a contractor of DWSP. The firm will also need to provide adequate insurance coverage and provide reports and other documentation of services provided.
SCOPE OF WORK
A) Downtown Clean Team Ambassadors: Duties must include, but NOT LIMITED to, the following components:

1. Seven (7) days a week service, depending on the needs of the specific area.

2. Pick up litter, cigarette butts, leaves, etc. from sidewalks. Clean within doorway openings adjacent to sidewalks unless instructed otherwise by DWSP or the property owner. Sidewalks will be cleaned with Pan and Broom Service in the Primary Pedestrian Area 7-days per week, the Secondary Pedestrian Area 4-days per week and the Tertiary Level Pedestrian Area at least 2-day per week. (See Exhibit B for Map of Primary, Secondary, and Tertiary Pedestrian Areas).

3. In addition to the Pan and Broom Service as described above, the Clean Team Ambassadors will inspect all areas within the DWSBID Area (see Exhibit A) and pick up larger visible trash items such as soda cans, plastic bags, larger food wrappers, etc. The Clean Team Ambassadors will also need to respond to daily requests for BID Clean Team Services that are generated by CityLink and phone calls to the DWSP throughout the BID Area.

4. Remove litter and debris from tree wells.

5. Remove graffiti from all public property within the district. Report graffiti on private property to Winston-Salem Police Department and to the private property owner. Remove graffiti with the written permission from the property owner.

6. Dispose of all dirt, trash, leaves, debris, cigarette butts, handbills and other similar items in an appropriate and sanitary manner.

7. Perform steam cleaning (or power washing) of sidewalk on a regular basis or as directed by DWSP.

8. In coordination with City Sanitation Department, insure that all public trash receptacles are emptied. Trash containers shall be washed and cleaned on a regular basis.

9. During Snow Storm events, clear a 5-foot wide section of sidewalks and spread “ice melt” material as time allows based upon the following priorities: Primary Pedestrian Area, followed by Secondary Pedestrian Area and then Tertiary Level Pedestrian Area.

10. Provide basic cleaning services within public alleys and other areas as directed by DWSP.

11. Provide limited assistance for special events and activities as directed by DWSP.

12. Wear a special uniform that denotes that they are Clean Team ambassadors. Be available to provide directions and or information to visitors to downtown who need assistance.

13. Straighten street fixtures such as newspaper racks, benches, signs, etc.

14. Maintain landscaping and plantings and watering in Tree Wells on Fourth Street in downtown Winston-Salem.

15. Service Pet Waste Stations within the BID District as needed. (there are roughly 7 of these and this number may change). This entails emptying waste basket and replacing bag dispenser with new bags.

16. Observe and log code enforcement problems that should be maintained by the City of Winston-Salem, such as broken street lights, damaged property, trash cans that need repaired, etc.
17. While engaging in the primary role of cleaning, you should also observe, log and report criminal activity to the Police Department.

18. Provide landscaping services in the Passageway Park (see Exhibit D).

19. From late April to October, water hanging flower baskets on Trade and Liberty Streets once a day.

ADD ALTERNATIVES
In addition to the Scope of Services outlined above, we would like each firm to provide annual pricing on several optional services that we will consider as services as added alternatives to the base contract.

Add Alternative #1
Additional Clean Team services in Merschel Park (Exhibit C)
Same Scope of Services daily in Merschel Park as in this RFP, but additionally provide landscaping services within Merschel Park starting in August of 2020 when the park is projected to be complete (subject to change of date).

Add Alternative #2
Additional Programming Services in Merschel Park and Passageway Park (Exhibit C & D)
  - Daily distribution of chairs (10 in Passageway Park, and 40 in Merschel Park)
  - On-Site Manager for Daily Programming in the Passageway
  - Coordinate with DWSP staff to accommodate groups using the spaces
    - Answering emails
    - Confirming paperwork
    - Collection of funds
    - Communicating with Stakeholders
  - Both of these locations will be active small event locations. We need someone to coordinate with those groups to facilitate proper programming.

BUDGET GUIDELINES
Proposals should include all labor costs, indirect costs, supplies, travel costs (if applicable) and equipment required to provide the services above. Revenue for these services is being provided by a property tax on Downtown real estate. The budgets for these programs are reviewed and approved on an annual basis by the Downtown Winston-Salem Business Improvement District Advisory Committee and the City of Winston-Salem.

If individual components are not addressed, assumption will be made it is included in your firm’s proposal. In budget preparation, you should take into consideration the opportunity for long-term involvement, exposure to other public and private organizations and the overall community benefit and public attention this program receives.

Cost and Method of Payment
DWSP will make equal monthly payments for Clean Team Ambassadors services to the selected firm.

PROGRAM GUIDELINES
A. Operation Hours/Deployment: An overview of existing hours of operation are outlined below. RFP respondents may recommend different allocation of hours for the Clean Team Ambassadors based on observation of needs and proposed deployment models. DWSP does want extra level of service on weekends to handle heavy weekend visitor traffic. DWSP reserves the right to vary the hours of operation, the number of
hours per week, and the frequency of service in the areas shown in Exhibit B (Map of Primary, Secondary, and Tertiary Areas). Any additional or overtime hours must be pre-approved by DWSP.

The vendor will provide an Operations Manager, at 40 hours per week, on-site within the DWSBID daily to oversee entire clean and safe operation. An individual with supervisory authority shall be on duty for the Clean Team Ambassadors shift.

Downtown Clean Team Ambassadors Current Operating Hours
Monday - Sunday: 6:00 am – 2:30 pm

B. Uniforms & Equipment: Highly visible uniforms, distinctive to Clean Team Ambassadors should be worn by each employee by the vendor. This uniform is to include an orange polo shirt with the DWSP logo on the left breast, work pants or shorts and a baseball cap. Black or white shoes and socks are also required. The uniforms must be comfortable and durable, with seasonal pieces to conform to all types of weather. Uniforms may not be worn during non-working hours, except to and from work. The vendor is also responsible for obtaining or replacing any uniform, equipment or other work-related item from terminated employees.

All equipment used by these programs must be for the exclusive purpose of performing contracted services. The vendor is required to provide insurance for all equipment. Equipment will be stored in the space provided by DWSP when not in use. The vendor will ensure that all employees authorized to operate the equipment are properly trained in safety and operating procedures.

Vendors are encouraged to include within their proposals any additional equipment that may enhance the services provided by these programs. Examples of this type of equipment include trash pickers, sidewalk cleaner/sweeper machinery, and radios or other communication devices. Vendors are also asked to provide details regarding the equipment they will use to provide services, such as: year made, model, preventive maintenance plan, and other details they feel are helpful in making their proposal. Vendor is responsible for the cost, performance and maintenance of any equipment purchased for these programs.

C. Facility: DWSP will provide suitable office space for the Clean Team Ambassadors manager. DWSP will also lease warehouse space in the downtown area for storing of equipment and other general items. The vendor will provide the means for recording work time. The vendor is required to provide reasonable office supplies. Lockers and a restroom will be provided at this space. Employees may also use this space for staff meetings or during assigned breaks. The door(s) to this office are to remain locked at all times, and non-employees are prohibited from entering the area. The vendor will appropriately discipline, up to and including termination, any employees who misuse these facilities. DWSP retains the right to terminate any employee's privilege of using this space if DWSP, in its sole discretion, determines that such space has been misused.

D. Training: Downtown Clean Team Ambassadors members are expected to be people-friendly and will be trained to perform their duties. Background checks must be completed on all employees prior to hiring.

Customized training programs, designed by the vendor and approved by DWSP, are to be coordinated and paid for by the vendor. All new hires must attend formal training that includes customer service skills, emergency response, safety and cleanliness techniques and patron assistance. If requested by the vendor, DWSP can provide an overview training session highlighting the background of these programs, the work of DWSP, an overview of Downtown Winston-Salem and information on landmarks, points of interest, parking information and entertainment venues.

E. Equal Opportunity Employment: The DWSP is an equal employment opportunity employer. The vendor's employment decisions shall be based on merit and business needs, and not on race, color, citizenship status,
national origin, sexual preference, ancestry, gender, age, religion, physical or mental disability, veteran status, or any other factor protected by applicable federal, state, or local law.

F. Employee Benefits: Vendors are encouraged to consider employee medical, dental and life insurance packages as a benefit to Downtown Clean Team Ambassadors members. If offered, the vendor will provide DWSP with a recommended outline of the benefit package and the dollar amount of the related costs for each package that would be the responsibility of the employee and of the vendor.

PROGRAM REQUIREMENTS

A. Reporting Requirements: The vendor shall submit monthly reports to DWSP with the following information:

- Completed monthly form that includes names, gender, race, and hours worked by all Downtown Clean Team Ambassadors that worked that month.
- Hours subcontracted with other firms, if any.
- Hours subcontracted and money spent with M/WBE or HUB Firms, if any.
- Hours mechanized equipment deployed (if applicable).
- Activity reports including, but not limited to: bags of litter removed, weight of trash or litter removed, graffiti removed, hours of pressure cleaning of sidewalks, and any special projects.

The vendor shall respond in writing to DWSP in response to any complaints from DWSBID Stakeholders and shall make its best effort to alleviate such complaints. The Contractor will also respond to Citizen Service Request forms as they are submitted through the CityLink program from the City of Winston-Salem.

B. Insurance: The vendor shall obtain and maintain insurance coverage in the amounts described below and shall provide to Downtown Winston-Salem Incorporated (DWSP) a Certificate of Insurance furnishing documentary evidence that the coverage and requirements set forth below are met and remain in effect.

General Liability Insurance:
Coverage shall be written using Insurance Services Office (ISO) Commercial General Liability Insurance Form No. CG 00 01 (latest effective date) or its equivalent, without any limitations as respects coverage for Products and Completed Operations. Policies shall include Additional Insured endorsements as outlined below. The General Liability Insurance shall contain Contractual Liability covering the indemnity agreement in F below. Limits of liability required are:

- Bodily Injury & Property Damage Liability $1,000,000
- General Aggregate $2,000,000
- Products & Completed Operations Aggregate $2,000,000
- Personal Injury Liability $1,000,000

Automobile Liability Insurance:
Such insurance shall include Symbol 1 (all vehicles) coverage for all owned, non-owned and hired automobiles at limits of:

- Bodily Injury & Property Damage Liability $1,000,000 each Accident

Workers’ Compensation and Employers’ Liability Insurance:
Coverage shall be written in accordance with all applicable Federal and State Laws at limits of:
Coverage A. Workers’ Compensation Statutory

Coverage B. Employers’ Liability
- Bodily Injury by Accident $1,000,000 Each accident
- Bodily Injury by Accident $1,000,000 Policy limit
- Bodily Injury by Disease $1,000,000 Each employee

Additional Requirements:
Downtown Winston-Salem Partnership, Incorporated, and its directors, officers, agents and employees, and the City of Winston-Salem shall be named as Additional Insured under the Commercial General Liability and Automobile Liability policies. The Additional Insured status under the General Liability Policy shall apply to Products and Completed Operations Coverage and per ISO Form CG 20 10 (ongoing operations) and CG 20 37 (completed operations).

1. The insurance provided to the Additional insured shall be primary to any other insurance maintained by the Additional insured and any other insurance maintained by the Additional insured shall be excess and non-contributory. This provision must be reflected on the Certificate of Insurance.

2. Worker’s Compensation Insurance should cover all employees, partners, officers, and relatives who work on this Contract (this must be stated on the certificate)

3. Waiver of Subrogation in favor of DWSP and the City of Winston-Salem shall be provided under the Commercial General Liability, Automobile Liability and Workers’ Compensation policies, and this provision must be reflected on the Certificate of Insurance.

4. DWSP and the City of Winston-Salem shall be exempt from and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor.

5. Each Certificate of Insurance must state that the insurance carrier is required to give DWSP thirty (30) days prior written notice of cancellation or material change that reduces or restricts the coverage or liability limits of any insurance policy.

6. Each insurer writing coverage must have a rating of “A-VIII” or better under the A.M. Best rating system and authorized to do business in the State of North Carolina

F. Indemnification: To the fullest extent permitted by law, the vendor (the Indemnitor) shall defend, indemnify, and hold harmless Downtown Winston-Salem Partnership, Incorporated and the City of Winston-Salem and their directors, officers, agents and employees (the Indemnites) from all claims that may arise from the performance of Indemnitor’s work or the acts or omissions by Indemnitor, its subcontractors, employees, agents or others employed directly or indirectly by any of them in connection with the performance of the contract with DWSP. This indemnification agreement shall include indemnification for all reasonable costs and attorneys’ fees in connection with any claim subject to indemnification or in connection with the enforcement of this Agreement, including, in each case, costs and fees on appeal.

PROPOSAL FORMAT/SUBMITTALS

READ, REVIEW AND COMPLY: It shall be the proposer’s responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
All proposals shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the proposal to be considered irregular and shall be grounds for rejection of the proposal.

Electronic proposals with “Proposal – Clean Team Ambassadors for DWSBID” identified in the Subject line of the email will be received by the DWSP at jason@dwsp.org until 5:00 PM, Thursday, March 21, 2019.

- The proposal shall be properly executed. All proposals shall show the following information:
  - Name of individual, firm, corporation, partnership, or joint venture submitting proposal.
  - Name of individual or representative submitting proposal and position or title.
  - Name, signature, and position or title of witness.
- Proposals submitted by corporations shall bear the seal of the corporation.
- The proposal shall not contain any unauthorized additions, deletions, or conditional proposals.
- The proposer shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

Late proposals will not be accepted. Proposals received prior to the advertised time will be held securely. Mailed proposals will be treated in every respect as though filed in person and will be subject to the same requirements. It is the Proposer’s responsibility to assure that the proposal is received by the required deadline. If mail or delivery by other means is delayed beyond the date and hour set for the receipt of the proposal, the proposals that are late will not be considered.

The DWSP reserves the right to hold proposals for a period of sixty (60) days.

Please address each section fully and in the same order as outlined below.

A. Company History & Clean Team Experience:
   1. **Contact Information.** Name, address, telephone and fax numbers, email addresses, website.
   2. **History of Company.** Provide a complete and detailed report on the history of your company, to include years in operation, location of facilities, number of employees, etc.
   3. **Legal Structure.** Publicly or privately held, incorporation information.
   4. **Experience.** Address your company’s experience in providing Downtown Ambassador and Downtown Clean Team services to other private and public entities.
   5. **Direct Contacts.** Business unit and individuals by name to be responsible for providing/managing contracted services, including resumes of individuals. Describe role of individual(s) in managing contract and percentage of time expected to be devoted to contract. Identify the frequency that Senior Management from the corporate headquarters will make announced and unannounced on-site visits (minimum of quarterly) and include a description of the evaluation criteria to be used.
   6. **Insurance.** Commercial General Liability insurance policies held in conjunction with current contracts for programs like the Downtown Clean Team Ambassadors program. Include details of policy limits.

B. Approach to Downtown Clean Team Ambassadors:
   1. **Narrative Description.** Include a transition plan from the current vendor, scope of services to be provided, roles and relationship of contractor and DWSP in program development. Explain how Downtown Clean Team Ambassadors members will be instructed to perform their jobs and handle a variety of situations; how they will communicate with each other; and how they will report on their activities.
   2. **Recruitment.** Explain how Operations Manager and Downtown Clean Team Ambassadors members will be recruited and what criteria will be used to recruit and hire staff. Detail drug testing, background screening, physical requirements, grooming and other personnel policies and practices. Provide complete information about employee benefits, including plan to handle need for employees to work on
major national holidays (New Year's Eve, New Year's Day, President's Day, Independence Day, Memorial Day). Describe the role DWSP will play, if any, in the initial and ongoing recruitment activities.

3. **Training.** Provide details of proposed training (both initial and ongoing), including topics, instructors, schedule, etc.

4. **Deployment.** Include proposed deployment models for the Downtown Clean Team Ambassadors.

5. **Accountability of Performance.** Explain how you propose to be held accountable to Downtown Clean Team Ambassadors services will be measured and demonstrated.

6. **Timeline.** Using July 1, 2019 as the start date for first deployment, show all steps in the development of the program.

**C. Proposed Budgets**

1. Provide budget figures for a three-year period (separate figures for each year):
   a. Downtown Clean Team Ambassadors
   2. Include detailed breakdown of personnel costs (salary, benefits, and taxes), equipment costs, training costs, uniform costs, supply costs, overhead, etc.
   3. Include hourly cost for Downtown Clean Team Ambassadors.

All firms interested in being considered for these services should submit a proposal as outlined herein. Submittals are limited to twenty (20) pages, single-sided.

**SELECTION CRITERIA**

DWSP reserves the right to choose any vendor for this service, regardless of the proposing price or the criteria described below. Additionally, DWSP is at liberty to refuse any and all vendors who submit proposals. DWSP will review all proposals for completeness; any that are incomplete may be eliminated.

The DWSP notifies all proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin.

In selecting a vendor, DWSP will weigh many factors in the selection process, including the following:

**EVALUATION CRITERIA**

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

- **M/WBE Commitment:** Proposer’s efforts to comply with all the terms and conditions of the City of Winston-Salem’s Minority and Women Business Enterprise (M/WBE) Program through award of subcontracts to minority and women-owned business enterprises and utilization of minority and women owned business enterprise suppliers to the fullest extent consistent with the efficient performance of this contract. Please refer to pages 12 through 24

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

- **Qualifications and Experience**: Describe your firm and provide a statement of the firm’s qualifications for performing the requested services as well as the corporate and financial stability of your firm. Proposers should submit at least three (3) references, for similar Clean Team Ambassador services as described in the Scope of Work in a defined area, especially working with Business Improvement District Organizations and local governments performed within the past five (5) years. Please document your experience with hiring and maintaining staff resources to effectively provide the required services. Please detail your firm’s ability to provide the necessary resources to complete the identified tasks, including anticipated staffing levels, projected wage rates, vehicles, cleaning machines, and other technology to carry out the duties. Also describe what quantifiable measures you would provide to highlight the program’s results.

- **Price Value**: The total cost of providing all the required services and/or additional cost needed to provide services that may not be included the basic cost structure. Cost will be evaluated for budget constraints, method of costing, and comparisons of cost in relation to other competitive proposals.

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

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>MWBE Commitment</td>
<td>20.00</td>
</tr>
<tr>
<td>Location to City of Winston Salem</td>
<td>20.00</td>
</tr>
<tr>
<td>Qualifications and Experience</td>
<td>40.00</td>
</tr>
<tr>
<td>Price Value</td>
<td>20.00</td>
</tr>
</tbody>
</table>
MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PROGRAM PARTICIPATION SPECIAL INSTRUCTIONS FOR SERVICES REGARDING COMPLIANCE WITH THE DOWNTOWN WINSTON-SALEM PARTNERSHIP, INC. (DWSP) MINORITY AND WOMEN BUSINESS ENTERPRISE (M/WBE) PROGRAM

Policy
It is the policy of the Downtown Winston-Salem Partnership, Inc. that minority and women-owned business enterprises shall have an equal opportunity to participate in the performance of contracts.

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

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

Firms are highly encouraged to consider any and all possibilities for M/WBE participation. A complete list of firms certified by the State of North Carolina Office for Historically Underutilized Businesses (HUB) can be found here: https://www.ips.state.nc.us/vendor/searchvendor.aspx?t=h. “The 10% M/WBE goal may be satisfied by an entity that qualifies as a Minority Business Enterprise under N.C. General Statue 143-128, and that has been certified by the State of North Carolina’s Office for Historically Underutilized Businesses at the time of the proposal. If an entity is certified as a Minority Business by a state other than North Carolina, proof of certification must be submitted with the proposal. Beginning September 3, 2018, all firms must HUB certified at the time the proposal is submitted.

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

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

It is mandatory that the **Identification of Minority Business Participation form** and **Affidavit “A” Listing of Good Faith Efforts** be properly completed and notarized as defined in the document specifications and submitted with the Bid/Proposal (unless the prime consultant/contractor intends to perform 100% of the work with Own Workforce and properly executes Affidavit B). If the proposer is a certified M/WBE firm and will be performing less than 100% of the work, then the proposer should indicate the percentage/dollar amount that they will perform, in addition to the remaining work performed by other M/WBE firms.

The **Identification of Minority Business Participation form** must include all M/WBE firms to be used on this project and the total percentage of the proposal that will be performed by businesses who will be subcontractors, vendors, or suppliers on this project. Additional information such as business phone number, work types, city/state, and minority category are important and useful. Failure to list, at a minimum the business name and the total percentage and/or dollar amount of firms contracting will render your proposal as non-responsive and will not be considered for award. If the proposer has no minority participation, they shall indicate this by entering the word “none” or the number “0.”

The **Affidavit B Intent to Perform Contract with Own Workforce** form must be executed with the Proposal/Bid **only** if the prime consultant/contractor intends to perform 100% of the work required for the proposal/contract without the use of sub consultants. If the prime consultant/contractor is an M/WBE firm, they must indicate such on-Affidavit B in order to receive the full 20% credit during the evaluation.

Actual participation achieved or offered shall not be determinative on the issue of good faith efforts. Further, if other factors, other than factors (a) through (g) listed on Affidavit A, are considered, they may be used to credit the contractor’s good faith efforts, but not to discredit them.

In accordance with the **Minority Utilization Commitment Form “Affidavit E”**, no sub consultant/subcontractor who is identified and listed on Affidavit E may be replaced with a different sub consultant/subcontractor unless:

A) the sub consultant/subcontractor’s proposal/bid is later determined by the prime consultant/contractor to be non-responsible or non-responsive, or the listed sub consultant/subcontractor refuses to enter into a contract for the complete performance of the work, or

B) With the approval of the Downtown Winston-Salem Partnership, Inc. office for the good cause demonstrated. Prior to substituting a sub consultant/subcontractor, the prime consultant/contractor shall identify the substitute sub consultant/subcontractor and inform the Downtown Winston-Salem Partnership, Inc. (DWSP) office of its good faith efforts; including the MWBE Replacement Request Form.

Questions or inquiries relative to Downtown Winston-Salem Partnership, Inc. Minority and Women Business Enterprise (M/WBE) Program must be directed to **Tiesha Hinton, Business Inclusion Manager at tieshah@cityofws.org** or phone 336-734-1262.
***MUST BE SUBMITTED WITH PROPOSAL***
(unless the consultant intends to perform 100% of the work with Own Workforce)

IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION

(Name of Project)

I, ____________________________________________(insert title and name of company)
do hereby certify, as ____________________________________________(insert name of company) that on this project, ____________________________________________(insert name of company) will use the following M/WBE firms as consultants. A proposer may meet the 10% goal through the participation of M/WBE sub-contractors and/or through their own performance on the project if the proposer is a certified minority and/or woman-owned firm.

The Proposer shall identify on its proposal the M/WBE firms to be used on this project as subcontractors, vendors, or suppliers and the total percentage of the proposal that will be performed by each minority business. Failure to list, at a minimum, the minority firm business name and the total percentage of M/WBE firms contracting will render your proposal as non-responsive and will not be considered for award. If the Proposer has no minority participation, they shall indicate this on the table below by entering the word “None” or the number “0.” Blank forms will not be deemed to represent zero participation.

<table>
<thead>
<tr>
<th>Minority Firm Name</th>
<th>Phone Number</th>
<th>City-State</th>
<th>Minority Category*</th>
<th>Type of Work</th>
<th>Percent of Project Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

The total percentage of M/WBE firms contracting will be ____________________%
AFFIDAVIT A: GOOD FAITH EFFORTS

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

Affidavit of ____________________________

(Name of Proposer)

I hereby do certify the attached documentation as true and an accurate representation of my good faith efforts. (Attach additional sheet if required)

<table>
<thead>
<tr>
<th>Minority Firm Name (City-State)</th>
<th>Phone Number</th>
<th>Minority Category*</th>
<th>Type of Work</th>
<th>Dollar Value/Percent of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Points</th>
<th>Awarded Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Did a representative of your company attend the pre-solicitation or pre-bid meeting scheduled by the City to inform M/WBE firms of contracting, subcontracting, and supply opportunities and to review contractor requirements of complying with the program? If no pre-bid was scheduled, did your firm submit a question in writing before the end of questions deadline?</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>(b) Did your company provide written notice to a reasonable number of specific M/WBE firms that their interest in the contract is being solicited, at least 10 days before proposals/bids are due to allow M/WBE firms time to participate? Please provide a copy of the solicitations for quotes sent to at least 3 minority firms from the source list provided by the owner for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall include a specific description of the work to be subcontracted, location where bid documents can be reviewed, name of representative of the prime bidder to contact, and location, date, and time.</td>
<td>15</td>
<td></td>
</tr>
</tbody>
</table>
GOOD FAITH EFFORTS (continued)

<table>
<thead>
<tr>
<th>Description</th>
<th>Points</th>
<th>Awarded Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>(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.</td>
<td></td>
<td>20</td>
</tr>
<tr>
<td>(d) How did your company identify and select portions of the work to be performed by M/WBE firms in order to increase the likelihood of M/WBE participation (including where appropriate, breaking down contracts into economically feasible units to facilitate M/WBE participation)? Please provide a copy of documentation where this information was included.</td>
<td></td>
<td>15</td>
</tr>
<tr>
<td>(e) Explain how you provided interested M/WBE firms with equal access to specifications, plans, and requirements of the contract.</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>(f) What services were used from the City of Winston-Salem’s M/WBE office; available minority community organizations; minority contractors' groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of M/WBE firms? Please provide a copy of this documentation. Note: A contractor must utilize at least two agencies to receive full value. Each agency is worth ten points.</td>
<td></td>
<td>20</td>
</tr>
</tbody>
</table>

Points Total 90

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

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award go to the next lowest responsible and responsive bidder.

Identification of Minority Business Participation & Good Faith Effort Notarization

Date:__________________ Name of Officer: ____________________________

Signature ____________________________

Title ____________________________

State of North Carolina, County of _________________ Subscribed and sworn before me this _____ day of _____ , 20____

Notary Public: _____ My commission expires:

SEAL
List below all non-M/WBE subcontractors and suppliers that you intend to use on this contract. NOTE: you will only receive credit for certified minority or woman-owned firms.

Name of Project: ________________________________________________________________

Name of Consultant: ____________________________________________________________

<table>
<thead>
<tr>
<th>Firm Name &amp; Phone Number</th>
<th>City-State</th>
<th>Type of Work</th>
<th>Percent of Project Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>________________________</td>
<td>__________</td>
<td>____________</td>
<td>________________________</td>
</tr>
<tr>
<td>________________________</td>
<td>__________</td>
<td>____________</td>
<td>________________________</td>
</tr>
<tr>
<td>________________________</td>
<td>__________</td>
<td>____________</td>
<td>________________________</td>
</tr>
<tr>
<td>________________________</td>
<td>__________</td>
<td>____________</td>
<td>________________________</td>
</tr>
<tr>
<td>________________________</td>
<td>__________</td>
<td>____________</td>
<td>________________________</td>
</tr>
<tr>
<td>________________________</td>
<td>__________</td>
<td>____________</td>
<td>________________________</td>
</tr>
<tr>
<td>________________________</td>
<td>__________</td>
<td>____________</td>
<td>________________________</td>
</tr>
<tr>
<td>________________________</td>
<td>__________</td>
<td>____________</td>
<td>________________________</td>
</tr>
<tr>
<td>________________________</td>
<td>__________</td>
<td>____________</td>
<td>________________________</td>
</tr>
<tr>
<td>________________________</td>
<td>__________</td>
<td>____________</td>
<td>________________________</td>
</tr>
<tr>
<td>________________________</td>
<td>__________</td>
<td>____________</td>
<td>________________________</td>
</tr>
<tr>
<td>________________________</td>
<td>__________</td>
<td>____________</td>
<td>________________________</td>
</tr>
<tr>
<td>________________________</td>
<td>__________</td>
<td>____________</td>
<td>________________________</td>
</tr>
</tbody>
</table>

*** MUST BE SUBMITTED WITH PROPOSAL ***
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 Downtown Winston-Salem Partnership, Inc. in support of the above statement.

The following information is requested and may be used during the proposal evaluation process.

Bidder certifies that:

We ( ) are a Historically Underutilized Business (HUB) certified by the State of North Carolina.
We ( ) are a minority business enterprise
We ( ) are not a minority business enterprise
If yes, please identify in the appropriate box below:

( ) Black
( ) Hispanic
( ) Asian American
( ) American Indian
( ) Female
( ) Socially and Economically Disadvantaged
( ) Disabled

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

In the event the Proposer does not self-perform 100% of the work, the contract will be subject to the M/WBE goals originally established for this project, as well as, good faith efforts and documentation requirements of this program. The utilization of M/WBE firms accounts for 20% of the evaluation and scoring and will not be allocated to proposals in which an Affidavit B is submitted. A proposer may meet the 10% goal through the participation of M/WBE sub consultants and/or through their own performance on the project if the proposer is a certified minority and/or woman owned firm.
AFFIDAVIT B (CONTINUED)

The undersigned hereby certifies that he/she has read this certification and is authorized to bind the Proposer to the commitments herein contained.

Date: ______________ Name of Officer: ________________________________

Signature: ________________________________

Title: ________________________________

State of North Carolina, County of ________________ Subscribed and sworn before me,

This ___ day of _____, 20____.

Notary Public_____________________

My commission expires ____________

SEAL
AFFIDAVIT “E”

MINORITY UTILIZATION COMMITMENT FORM

Project: ________________________________________________________________

Affidavit of: ____________________________________________________________
(Name of Proposer)

Within thirty (30) days after award of contract, the Proposer shall file Affidavit E identifying all M/WBE subcontractors for use on this project. No subcontractor who is identified and listed on this form may be replaced, substituted, or supplemented; nor can their scope of work be modified to include a different subcontractor unless:

(a) Subcontractor’s bid is later determined by the Proposer to be non-responsible or non-responsive, or the listed Subcontractor refuses to enter into a contract for the complete performance of the bid work, or

(b) With the approval of the Downtown Winston-Salem Partnership, Inc. Office for good cause demonstrated. **Good Faith Efforts** as set forth in the Special Instructions to Proposers shall apply to the selection of a substitute Subcontractor. Prior to substituting a Subcontractor, the Proposer shall identify the substitute Subcontractor and inform the Downtown Winston-Salem Partnership, Inc. Office of its good faith efforts.

<table>
<thead>
<tr>
<th>Minority Firm Name</th>
<th>City-State</th>
<th>Minority Category*</th>
<th>Type of Work</th>
<th>Dollar Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Failure to provide the documentation as listed in these provisions may result in rejection of the Bid and award go to the next lowest responsible and responsive bidder.

Date: ______________________ Name of Officer: ____________________________

Signature: __________________________ Title: _______________

State of North Carolina, County of ___________________________ subscribed and sworn before me this ______ day of __________________, 20 ______

Notary Public __________________________ My commission expires _________________

SEAL
THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST AND FINAL PAYMENT

AFFIDAVIT “F”

MINORITY DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Consultant:  
Address & Phone Number:  
Project Name:  
Pay Application Number:  
Period:  

The following is a list of payments to be made to minority business sub-consultants on this project for the above-mentioned period.

<table>
<thead>
<tr>
<th>Minority Firm Name and Address</th>
<th>Minority Category*</th>
<th>Amount Paid For This Period</th>
<th>Amount Paid To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* 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: ___________________________

Name: ___________________________

Title: ___________________________

Signature: _______________________

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 Downtown Winston-Salem Partnership, Inc. Note: Additional M/WBE’s can be added for new work only. In this case, please notify M/WBE staff.

THE ABOVE MENTIONED PROJECT IS APPROXIMATELY _________% PERCENT COMPLETE
To be completed and submitted prior to final payment being made

AFFIDAVIT OF PAYMENT TO
M/WBE SUBCONSULTANTS

The undersigned certifies that ____________________________________________

(Name of Proposer)

has made payment to all M/WBE sub-consultants listed below in accordance with the contract
requirements for ____________________________________________

(Name of Project)

Your contractual requirement for this project is **10%** with certified M/WBE firms.

<table>
<thead>
<tr>
<th>Sub consultant</th>
<th>Address</th>
<th>Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Attached another sheet if needed)

Authorized Signature

____________________________________

On this ______ day of _____________ 20____ (Name of Authorized Person)
appeared before me, being personally known, being duly sworn, did execute the foregoing
affidavit, and did so state that he/she was properly authorized by _________________ to execute the affidavit and did so on his/her free act and deed. (Name of Bidder)

Notary Public ___________________________ My commission expires _______________

SEAL

TO BE COMPLETED BY CITY

M/WBE SPENDING

Project: __________________________________________________________

Original Proposal Cost: $_______________________________

Contractual Requirement: **M/WBE 10%**

Subcontract Spending: M/WBE $_______________________ _________%

Verified this ______ day of ____________, 20_____ By: ______________________________

M/WBE Staff
MWBE Replacement Request Form

It is the policy of Downtown Winston-Salem Partnership, Inc. that minority and women-owned business enterprises shall have an equal opportunity to participate in the performance of contracts.

In accordance with the “Minority Utilization Commitment Form-Affidavit E”, no sub-consultant who is identified and listed on this form may be replaced with a different sub-consultant unless: A) the sub-consultant’s proposal is later determined by the consultant to be non-responsible or non-responsive, or the listed sub-consultant refuses to enter into a contract for the complete performance of the work, or B) With the approval of the Downtown Winston-Salem Partnership, Inc., good cause has been demonstrated. Prior to substituting a sub-consultant, the Consultant shall identify the substitute sub-consultant and inform the Downtown Winston-Salem Partnership, Inc. 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 Downtown Winston-Salem Partnership, Inc. 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 Downtown Winston-Salem Partnership, Inc. 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.

_____________________________ Date
Original M/WBE Signature (where possible)

_____________________________ Date
Consultant Signature

_____________________________ Date
M/WBE Staff Signature
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 Downtown Winston-Salem Partnership, Inc. 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 Downtown Winston-Salem Partnership, Inc. 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 Downtown Winston-Salem Partnership, Inc. 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 Downtown Winston-Salem Partnership, Inc. staff to replace an M/WBE sub-consultant, M/WBE staff will send notification to the 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.
NOTICE TO PROPOSERS
No employee, officer, or agent of the DWSP may participate in any manner in the proposing on, awarding of, 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 proposer 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 proposer agrees to indemnify the DWSP from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, the failure of the proposer, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

All proposals must be firm and not subject to increase, unless specified within the provisions of this RFP and mutually agreed upon by the DWSP and the proposer.

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

DWSP RIGHTS AND OPTIONS
The DWSP, 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 or this RFP process that would be in the best interests of the DWSP; and
- To issue additional requests for information.

CONTRACT TERMS
All work to be in accordance with local, state and federal law. All proposers are expected to carefully examine the Contract Documents, visit the site of the proposed work, and determine the availability of materials and methods required, in order to become thoroughly familiar with the project, the requirements, and to include the cost thereof in the proposal. Proposers shall contact the Contact Person, within the time given, for clarification of any item not fully understood.

DWSP reserves the right to accept or reject all or part of a proposal. DWSP shall not pay any costs or losses incurred by any applicant at any time, including but not limited to the cost of researching Downtown Winston-Salem and DWSP and responding to the RFP. DWSP will notify each vendor, in writing, to state the acceptance or decline of their proposal.

Upon reaching an agreement, the formal contract between the vendor and DWSP will be presented to the DWSP Board of Directors for approval and authorization. A proposed contract shall become effective only upon an affirmative vote of the DWSP Board of Directors.

The term of the Contract shall be for a period of 12 months with the option at the discretion of the DWSP and the Contractor for up to two additional one-year extensions.

The DWSP reserves the right to reduce or eliminate the services and proportional payments for this contract, upon written notice to the Contractor, due to reduction in availability of funds from the City of Winston-Salem for the Downtown Winston-Salem Business Improvement District.

Before the Contractor may begin work, the successful proposer must show proof of insurance as outlined in the Insurance Provision of Contract Specifications contained herein. The City of Winston-Salem and the DWSP MUST be named as additional insured on the certificate of insurance supplied to the DWSP.
The Business may not begin work and a contract **WILL NOT** be issued until the proposer has provided a copy of a current year Winston-Salem Privilege Business License, specification provisions for Insurance have been satisfied, and the E-Verify Affidavit and Contract have been fully executed.

**Proposals are to be signed by an officer of the company authorized to bind the proposer to its provisions. Failure to manually sign the Proposal Authorization and Signature form will disqualify the proposer and the proposal will not be considered.**

**FAMILIARITY WITH LAWS AND ORDINANCES**

The submission of a proposal on the scope of work 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 DWSP in writing without delay.

The proposer agrees that in carrying out this contract, compliance will be maintained with all applicable federal, state, and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act.

The proposer certifies that the proposal is made in good faith and without collusion with any person proposing on this contract or with any officer or employee of the DWSP.

The undersigned further agrees, in connection with the performance of this contract, not to discriminate against any employee or applicant for employment because of race, religion, color, gender, age, handicap, political affiliation or national origin.

**IRAN DIVESTMENT ACT:** Proposer 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 Proposer 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](https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx).

**E-VERIFY COMPLIANCE**

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

**DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL**

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

**EQUIPMENT AND TOOLS:**

The contractor shall use no equipment or tools, which are owned by the DWSP. Also, the contractor except for opening locked gates, doors, etc., and giving directions shall utilize no employees of the DWSP.

**PERFORMANCE OF WORK**
All work shall be performed at the highest level of quality. The DWSP shall be responsible for determining the quality of work, and may notify the Contractor of the same. **ANY WORK COMPLETED THAT IS NOT SUITABLE TO THE DWSP SHALL BE DONE AGAIN BY THE CONTRACTOR AT NO COST TO THE DWSP.**

The contractor shall be responsible for any damages caused by him or his workmen to public or private property. He shall make good in an approved manner at his own expense any such loss, damage, or injury without cost to the DWSP or property owner. The contractor shall also assume all responsibility to maintain all existing protection, provide, and maintain all such additional protection as required by the governing laws, regulations, ordinances, and safety of the general public.

**INSPECTION OF SITES**

Each proposer should visit the site of the proposed work and fully acquaint himself with the scope of work of the project. Each proposer should fully inform himself as to the facilities involved and any difficulties and restrictions attending the performance of the Contract. The proposer should thoroughly examine and familiarize himself with Technical Specifications and all other Contract Documents. The contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument, or to visit the site and acquaint himself with the scope of work of the project. The DWSP will be justified in rejecting any claim based on facts that the proposer should have been aware of as a result of his site inspection.

**EXHIBITS**

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>Map of DWSBID Boundaries</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Map of Primary, Secondary, and Tertiary Areas</td>
</tr>
<tr>
<td>Exhibit C</td>
<td>Map of Merschel Park</td>
</tr>
<tr>
<td>Exhibit D</td>
<td>Map of Passageway Park</td>
</tr>
<tr>
<td>Exhibit E</td>
<td>Proposal Authorization and Signature Form</td>
</tr>
</tbody>
</table>
Exhibit A

Map of DWSBID Boundaries
Map of Primary, Secondary, and Tertiary Areas

Primary Pedestrian Area

Secondary Pedestrian Area
Tertiary Pedestrian Area
Merschel Plaza is an approximately 1 acre park in downtown Winston-Salem within the DWSBID
Passageway Park is a one block walkway within the DWSBID
PROPOSAL AUTHORIZATION AND SIGNATURE

The undersigned certifies that this proposal is made in good faith and without collusion or in connection with any other person proposing on the same work nor will any official or employee of DWSP be admitted to any share or part of this contract should an award be made to the undersigned.

The undersigned further certifies that in connection with the performance of this contract not to discriminate against any employee or applicant for employment because of race, creed, color, gender, religion, national origin, political affiliation or handicap.

The contractor agrees that in carrying out this contract he will apply with all applicable federal, state and local laws, specifically including, without limitation, the Occupational Safety and Health Act of 1970 and Section 1324A, The Immigration Reform and Control Act.

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. This proposal be notarized.

Firm Name

Authorized Signature (Notarized)

Date

Street Address (P.O. Box)

City, State and Zip Code

Telephone Number

Fax 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 ____________