



Winston-Salem

Request for Proposals

FINANCIAL ADVISORY SERVICES

BIDS WILL BE RECEIVED UNTIL:
12:00 PM, June 17, 2026

Email a single PDF of your entire Proposal with
subject line of “Proposal for Financial Advisory Services”
to bids@cityofws.org
electronic submissions only

ADVERTISEMENT FOR BIDS

RFP26178 issued 05.21.26

Pursuant to North Carolina General Statute 143-135, sealed proposals endorsed “**Financial Advisory Services, RFP26178**” will be received by City/County Purchasing as noted above. The City reserves the right to reject any or all proposals.

For instructions on submitting proposals, contact Darren Redfield at darrenmr@cityofws.org (preferred) or 336-747-6936 during normal business hours. Interested bidders should read this full document to ascertain the contract requirements.

Questions or inquires relative to this RFP must be in writing and e-mailed to darrenmr@cityofws.org by the deadline of **5:00 PM, June 10, 2026**. The City will provide written responses to all inquiries received by this date, and responses will be made available to all *known* 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 known parties and posted on sites used for original advertising.

NOTE: The contract award will not be based on lowest price, but on evaluation of the best proposal based on the requirements given herein. The City does not guarantee an award from this solicitation.

SECTION 1 - 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 bid, the successful bidder agrees to indemnify the City from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

All bids must be firm and not subject to increase, unless specified within the provisions of this Invitation for Bids (RFP) 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 equipment subject to this RFP that would be in the best interests of the City
- To issue additional requests for information.

Public Records

Any material submitted in response to this RFP will become a "public record" once the bidder's document(s) is opened and the bidder is determined to be a participant in the solicitation process and shall be subject to public disclosure consistent with Chapter 132, North Carolina Statutes. Bidders must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Bidders 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.

Trade Secrets/Confidentiality

Bidders must claim any material that 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) submit any trade secrets in a separate attachment marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) stamp each page of the trade secret materials contained in the email attachment.**

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 bid being disqualified.

Familiarity with Laws and Ordinances

The submission of a bid on the services requested herein shall be considered as a representation that the bidder 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 bidder 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 immediately.

The bidder 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 bidder certifies that the bid is made in good faith and without collusion with any person bidding on this contract or with any officer or employee of the City of Winston-Salem.

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.

Ethics Policy / Code of Conduct

The City of Winston-Salem has established guidelines for ethical standards of conduct for City representatives and to provide guidance in determining what conduct is appropriate in particular cases. City representatives should maintain high standards of personal integrity, truthfulness, honesty, and fairness in carrying out public duties; avoid any improprieties in their roles as public servants including the appearance of impropriety; and never use their position or power for improper personal gain. In establishing an ethics policy, the City of Winston-Salem desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body. For a complete review of the City Policy click the following link: <https://www.cityofws.org/820/Procurement-Guidelines>

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 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.

E-Verify Compliance

Per N.C.G.S. 143-133.3, 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.

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.

Right to Audit

To confirm compliance with the terms of this Agreement, the City's MWBE program, local, state, and federal laws and regulations, the City may, at all reasonable times upon reasonable prior notice during usual business hours, inspect, audit and examine for a period up to five (5) years after completion of the service or project detailed in this Agreement, all accounts and books of Contractor and, where necessary, make copies of the Contractor's documents necessary to determine compliance. Such right may be exercised through any agent or

employee of City or by independent certified public accountants designated by the City. The Contractor shall permit the aforementioned inspection, audit and examination, and where necessary, the City to make copies of documents verifying compliance as indicated herein.

Nondiscrimination Ordinance

As a condition of entering into this contract, the Contractor represents and warrants that it will fully comply with the City's Non-Discrimination Policy, as set forth in Chapter 2, Section 2-8 Entitled "Policy of Nondiscrimination" of the Winston-Salem City Code. As part of such compliance, the Contractor shall not discriminate on the basis of race, ethnicity, color, creed, religion, sex, sexual orientation, gender identity, gender expression, pregnancy, veteran status, disability, age, marital status, familial status, protected hairstyle, political affiliation or national origin in the screening of applicants, the hiring and treatment of its employees, the provision of the goods and/or services set forth herein, or the solicitation, selection, hiring, or treatment of its subcontractors, vendors or suppliers, (hereinafter collectively "subcontractors"), if any, in connection with this contract or the contract solicitation process if applicable, nor shall the Contractor retaliate against any person or entity for reporting instances of such discrimination. The Contractor shall enact employment policies consistent with this obligation to refrain from such discrimination and shall provide evidence of such to the City within 90 calendar days of the first receipt of City funds. The Contractor shall provide equal opportunity for subcontractors to participate in all of its subcontracting and supply opportunities, if any, under this contract, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Contractor understands and agrees that a violation of this clause shall be considered a material breach of this contract and may result in termination of this contract, disqualification of the Contractor from participating in future City contracts pursuant to Winston-Salem City Code Section 2-3 or other sanctions. Furthermore, as a condition of entering into this contract, the Contractor agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the screening of applicants, the hiring and treatment of its employees particularly if City funds were used in connection with hiring and compensation process, and the solicitation, selection, treatment and payment of subcontractors, if any, in connection with this Agreement; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors that the Grantee has used under this contract, including the total dollar amount paid by the Contractor on each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination Policy, to provide any documents, relevant to such investigation, that are requested by the City. The Contractor agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Contractor to subcontractors and suppliers in connection with this contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time. Nothing in this contract shall negate or diminish the requirements of the City's MWBE program. Nothing in this contract shall infringe upon any rights afforded to the Contractor by state or federal law.

SECTION 2 - INSTRUCTIONS TO PROPOSERS

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. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

PROPOSER QUESTIONS AND INQUIRIES

Questions or inquires relative to this RFP must be submitted in writing as noted on page 1. 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

Bidders must submit a proposal electronically. Electronic bids should be submitted by attaching a single PDF file emailed to: bids@cityofws.org received no later than the deadline noted on page 1. Such submission will not be opened until the time for receiving bids has come. **Please do not wait until the last minute to send your Proposal to avoid any possible delay that may occur during the transmittal of files.** A screen print of the email receipt will be used as verification of the time received. **Late proposals will not be considered.**

SECTION 3 - INSURANCE REQUIREMENTS

The bidder(s) will be required to show proof of insurance as outlined in the Insurance Provisions of Contract Specifications contained herein. The City of Winston-Salem MUST be named as additional insured on the certificate of insurance supplied to the City.

GENERAL INSURANCE REQUIREMENTS

- A. The Contractor shall, during the continuance of all work under the Contract, provide the following:
 1. Workers' Compensation Insurance as required by the North Carolina General Statutes.
 2. Commercial General Liability to protect the Contractor against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any negligent 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, and shall provide at least \$5,000 in Medical Expenses (Med Pay) coverage.
 3. 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 Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/each accident.
 4. If this Agreement is for a design, engineering or consulting Service, maintain Professional Liability insurance of at least \$1,000,000.00 per incident.
- B. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall submit the certificate with its executed contract. **The City of Winston-Salem shall be named as an additional insured** in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the City of Winston-Salem may possess.
- C. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the City of Winston-Salem on demand. Compliance by the Contractor and all subcontractors with

the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.

- D. The Contractor will provide on demand certificate copies of all insurance coverage on behalf of the Contract within ten days of demand by the City of Winston-Salem. These certified copies shall be sent to the City of Winston-Salem from the Contractor's insurance agent or representative.
- E. The Contractor shall furnish the City of Winston-Salem thirty days 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 Risk Manager, City of Winston-Salem.
- F. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract Term, the City of Winston-Salem 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 of Winston-Salem for the entire additional cost of procuring the uncompleted portion of the contract at time of termination.
- G. Contractual and other Liability insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the City of Winston-Salem from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
- H. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City of Winston-Salem. The Contractor shall be as fully responsible to the City of Winston-Salem for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- I. Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

SECTION 4- SCOPE OF WORK / SPECIFICATIONS

A. INTRODUCTION

Winston-Salem, the fifth largest city in North Carolina, with a population of approximately 260,000, operates under a Council-Manager form of government. The City operates with an adopted [FY2025-26 budget](#) of \$724.7 million. The proposed FY 2027 Budget is available on the City's website: [FY-2026-27-Proposed-Budget-PDF](#). The proposed six-year capital plan (2027-2032) can be found on the City's website: [2027-2032-Capital-Improvement-Plan---Proposed-PDF](#)

The City is requesting proposals from qualified financial advisory service firms in accordance with the specifications outlined in this request for proposals ("RFP"). The City has prequalified experienced firms presently serving as financial advisor to one or more of North Carolina's largest cities or counties by population. "Proposer" refers to any qualified firm submitting a proposal. "Firm" refers to the Proposer selected to provide the services described within this RFP.

Proposers should assume that the City will obtain ratings from Moody's and S&P on each individual issue.

The Annual Comprehensive Financial Report is available on the City's website: [FY25 ACFR](#).

The City is currently considering future debt issuances as follows over the next three years; though the timing, structure, and size of issuance are tentative and remain subject to change.

- \$10,300,000 Two-thirds July 2027 (the City has typically issued two-thirds bonds every two years; though frequency can vary)
- \$80,000,000 Water and Sewer Revenue Bonds 2028
- Potential 2028 Referendum (amount undetermined)
- Limited Obligation Bonds (timing and amount undetermined)

B. SCOPE SPECIFICS

The City is seeking a financial advisory firm to provide on-going financial advisory and consulting services for a period of 3 years, commencing with the effective date noted at the time award is made to the Firm. The City retains option to renew its contract with the Firm for an additional 2 years in one-year renewal increments. Ideally the City seeks a firm to provide each of the following services including, but not specifically limited to:

1. Financial Advisor on all City debt issuances;
2. Monitor and advise City on potential debt refundings;
3. Advise on optimal financing structure which best meets City's needs (e.g. competitive bid sale, negotiated sale, private bank placement, etc.);
4. Assist City in organizing the financing team for transactions;
5. Assist the City by completing the RFP process for selecting Underwriting or Bank Placement, as needed;
6. Assist the City in selection process of Bond Attorney, as needed;
7. Develop and distribute calendar of finance to financing team participants;
8. Review all financing documents on City's behalf and advise City on related matters;
9. Assist in updating City information contained in the Official Statement;
10. Assist City in obtaining bond ratings. Coordinate and organize rating agency meetings;

11. Prepare City material and presentations for ratings meetings. Assist City in ratings meetings presentation;
12. On Competitive Bid Sale, perform bond resizing on winning bid to account for bond premium or other necessary adjustments, as needed.
13. Develop financial and debt models to aid the City in determining bond issuance capacity, tax rate impact of new debt, and other variables.
14. Provide ad hoc market updates to City for modeling and various presentations to management and elected officials.
15. Provide a yearly credit report to benchmark the City to peers and summarize rating strengths and weaknesses.

NOTE: No Subcontracting is allowed on this contract.

C. COST PROPOSAL

Each Proposer should submit a cost estimate for services to be provided to the City as outlined in the Scope of Services. Format should be a separate document. Where Proposer has made assumptions to arrive at cost estimate, such assumptions should be clearly explained.

City expects the cost for all services to be provided to City to be billed as performed along the way on a transactional basis.

Provide procedures and frequency for billing and collection of fees including out-of-pocket costs.

Provide a listing of hourly rates (by individual staff if applicable) which could be used as a cost basis for the City possibly engaging Provider for additional services beyond Scope of Services expressly stated within this RFP.

The City reserves the right to contact any Proposer for clarification on Cost Proposal at any time throughout the evaluation or negotiation process.

All pricing and hours information will become public information under North Carolina General Statutes.

D. SUBMISSION REQUIREMENTS

Page limit maximum of 100 pages. Proposals must be organized and clearly labeled according to the following numbered sections:

Cover Letter / Executive Summary

This section of the response should be limited to a brief narrative which summarizes the entire response being submitted. The executive summary shall include, at minimum, a very brief summary of Proposer's abilities to provide services described. This section should highlight why Proposer believes it is uniquely positioned to successfully and optimally address all the needs of the City. The executive summary should also identify the primary engagement contact for purpose of RFP response. Contact information should include a valid e-mail address and telephone number.

Company Background and Relevant Team Experience

Each proposal must provide the following information about the Proposer's firm, so the City can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. The City, at its option, may require a Proposer to provide additional support or clarification as needed.

Company Background:

- How long the firm has been in business and in what state(s) the firm has worked?
- A brief description of the firm size and organizational structure.
- How long the firm has been providing services to local government clients and clients similar to the City in population, budget, complexity?
- Any material (including letters of support or written endorsement from clients) indicative of the Proposer’s capabilities.
- Identify any litigation or governmental or regulatory action pending against your organization that might have a bearing on your ability to provide services to the City.
- Describe your contractual relationships, if any, with other organizations that will provide third party services described in your proposal.
- Is your firm fully compliant with all rules and regulations including but not limited to the Securities and Exchange Act of 1934 and Municipal Securities Rulemaking Board Rules?
- Does your firm maintain registration as Municipal Advisor with Securities and Exchange Commission as required under Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act?

Team Experience:

- Identify individual staff of your proposed team; provide an organizational chart showing lines of communication and levels of authority.
- Include résumés of staff who will be working directly with the City while highlighting any areas of expertise. Denote which staff will be assigned to work directly with City to provide each of the services described in the scope.
- Describe why you feel that your services, from a professional and technical perspective, are the best fit for the City. Describe any distinguishing features the City should know about your company or services you provide.

Project Understanding, Technical Approach and Methodology

This section of the response should include an in-depth discussion of the Proposer’s overall ability to provide each aspect of the comprehensive scope of services.

This section should identify which services outlined by the City shall be provided to directly by Proposer and which shall be provided by a third party.

This should include a description of Proposer’s approach to undertake each of the services as outlined within Section 1.2

Proposers are encouraged to provide examples of services provided to other clients and the impact of those services. Please provide examples of financial and/or debt model examples in according to Section 1.2, number 12. Response information should be limited to pertinent information only. Marketing and sales promotional type information is not to be included.

E. TIMELINE

June 10	Questions due to the City
June 17	Proposals due
June 24-30	Potential interviews, if desired by the City (dates are tentative)
June 30-July 6	Approval for award if awarded by City Manager (based on contract amount)
August 17	Approval for award if awarded by Governing Board

PROPOSAL AUTHORIZATION AND SIGNATURE

Please either include this fully completed and signed page with proposal **OR** include a signed letter on company letterhead. Proposals are to be signed by an authorized company representative.

_____	_____
Date	Company Name
_____	_____
Authorized Signature	Street Address (P.O. Box)
_____	_____
Printed Name and Title	City, State and Zip Code
_____	_____
Email Address	Phone Number

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 for statistical purposes only. The provision or omission of this information will neither affect nor influence the award of these contracts. Bidder further certifies that:

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 enterprise.

() are not a woman-owned business enterprise.

SECTION 5 - 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.

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

A. Cost Effectiveness / Price Value:

The total cost of providing all the required services as specified herein. Cost will be evaluated for budget constraints and comparison of cost in relation to other competitive proposals. The Evaluation Panel is not bound to select the respondent who proposes the lowest fees or most benefits for services. The Evaluation Panel reserves the right to negotiate fees and/or benefits to the City of Winston-Salem with the selected respondent(s).

B. Relevant Qualifications/Experience:

Financial Advisor(s) will be evaluated on services provided to governmental units of similar size (by population, budget, and/or complexity) and experience with the types and sizes of debts issues typically issued by a local government.

C. Reference List of Governmental Clients:

The City considers references to be important in its decision to award a contract. Failure to provide this information will result in the proposal being considered non-responsive. Highlight any unique similarities between scope of services successfully provided to other clients and scope of services to be provided to City. Please provide a representative list of clients (at least 3) to whom you currently provide services, the specific services you provide to each client, and the effective time period and duration of each client relationship. List may include active clients within the last 3 years. Use the following page only as a summary listing of your references but include more detailed information in your proposal outlining advisory services to local governments similar to Winston-Salem by population, budget, and/or complexity.

Note: There are no M/WBE requirements, as no subcontracting is allowed on this contract.

The following weighted scale will be utilized to score each proposal:

Evaluation Criteria	Weight
Cost Effectiveness/Price Value	25
Relevant Qualifications and Experience	50
Reference List of Governmental Clients	25

SELECTION PROCESS

Proposals will be evaluated for quality, completeness, and price value to the City of Winston-Salem by an Evaluation Panel. Selection shall be made from all offers deemed to be fully qualified and best suited among those submitting proposals based on the evaluation of factors included in the RFP, including price. Price shall be considered but need not be the sole determining factor. The Evaluation Panel may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

Job References (print multiples of this page, if needed)

1	Client Name	
	Client City/State	
	Client Contact Person & Title	
	Client Contact Phone & Email	
	Brief description of Scope of Work:	
	Duration of contract in months	
	Annual Value of Contract	___ Under \$100,000 ___ \$100,001-\$150,000 ___ \$150,001 or more

2	Client Name	
	Client City/State	
	Client Contact Person & Title	
	Client Contact Phone & Email	
	Brief description of Scope of Work:	
	Duration of contract in months	
	Annual Value of Contract	___ Under \$100,000 ___ \$100,001-\$150,000 ___ \$150,001 or more

3	Client Name	
	Client City/State	
	Client Contact Person & Title	
	Client Contact Phone & Email	
	Brief description of Scope of Work:	
	Duration of contract in months	
	Annual Value of Contract	___ Under \$100,000 ___ \$100,001-\$150,000 ___ \$150,001 or more

4	Client Name	
	Client City/State	
	Client Contact Person & Title	
	Client Contact Phone & Email	
	Brief description of Scope of Work:	
	Duration of contract in months	
	Annual Value of Contract	___ Under \$100,000 ___ \$100,001-\$150,000 ___ \$150,001 or more

5	Client Name	
	Client City/State	
	Client Contact Person & Title	
	Client Contact Phone & Email	
	Brief description of Scope of Work:	
	Duration of contract in months	
	Annual Value of Contract	___ Under \$100,000 ___ \$100,001-\$150,000 ___ \$150,001 or more

***** SAMPLE CONTRACT *****

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter, this "Agreement"), entered into this the _____ day of _____, 20_____, by and between THE CITY OF WINSTON-SALEM, (hereinafter, the "City"), and _____(hereinafter, "Contractor").

WHEREAS, the Commission and Contractor desire to enter into an Agreement whereby Contractor shall provide the following Service:

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 payment of \$_____, based on lump sum or unit prices contained in the Contractor's proposal, which is dated _____, attached hereto and incorporated herein by reference. The payment indicated in the previous sentence is for the initial contract period. The initial contract period is described in the paragraph entitled "Renewal Terms", on page 5 of this Agreement. Expenditures for any subsequent renewal terms will be handled in the manner provided in the paragraph entitled "Renewal Terms". 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 and its agents, employees, and subcontractors shall perform the Services herein with the degree of care and skill ordinarily exercised, under similar circumstances, by similar contractors/consultants/service providers in the same general location. The Contractor further warrants that it knows, is familiar with, and will comply with all applicable federal, state, and local laws, rules, and 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. Neither party may assign, transfer, or delegate any of the rights or obligations herein without the prior written consent of the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and the venue for any litigation arising out of this Agreement shall be Forsyth County.

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

Taxes, Licenses, Permits and Certifications. The Contractor further understands and agrees that it is responsible for the payment of all applicable Federal, State, and Local income and property taxes. In addition, the Contractor shall: (1) obtain and maintain any licenses, permits, and certifications required to perform the Services set forth in this Agreement; (2) properly register with the State of North Carolina (Secretary of State's office) where required and the Forsyth County Register of Deeds office if doing business under an assumed name prior to tendering a bid, if applicable, or executing this Agreement, whichever occurs first; (3) pay any and all other outstanding debts and financial obligations to the Commission, if any, providing receipts for payment of the same upon execution of this Agreement and (4) provide copies of: (i) all items required by items #1, #2, and #3 hereinabove; and (ii) any and all amendments thereto and renewals thereof to the Commission. Failure to provide one or more of the items herein required shall be grounds for termination of this Agreement. The Commission, in its sole and absolute discretion, may withhold any amounts due Contractor based upon items #1 through #3 herein from Contractor's payment for Services rendered pursuant to this Agreement. By execution of this Agreement, Contractor gives Commission written permission to withhold from Contractor's payment amounts due in satisfaction of Contractor's financial obligations as set forth above in items #1 through #3. The Contractor shall give the Commission at least thirty (30) days written notice prior to any cancellation, modification or non-renewal of any license, permit or certification required by Federal, State or Local law.

Release and Indemnity. The Contractor hereby releases and forever discharges the Commission, its officers, agents, 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 Commission or a Commission employee acting within the scope of the employment. The Contractor shall indemnify, defend and hold harmless the Commission, its officers, agents, and employees from and against any and all claims, demands, expenses, costs, and liabilities of any kind or nature to the extent proximately caused by 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 against any and all claims, demands, expenses, costs, and liabilities to the extent proximately caused by the negligent acts or omissions of the Contractor and its agents or employees, in the performance of these services. 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. (2) If this Agreement is for a design, engineering, or consulting Service, maintain Professional Liability insurance of at least \$1,000,000.00 per claim. (3) 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 Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/each accident, and shall provide at least \$5,000 in Medical Expenses (Med Pay) coverage. (4) Maintain Workers' Compensation and Employer Liability insurance if required by North Carolina law. (5) Return with this Agreement, before beginning the Service, an original, signed Certificate of Insurance, evidencing such insurance, indicating that the policy has been endorsed to include the Commission and the City of Winston-Salem (hereinafter, the "City") as additional insureds, but only with respect to liability arising out of operations of Contractor or in connection with the services described herein and excluding Professional Liability and Workers Compensation insurance, and stating that the coverage is primary to any other coverage the Commission may possess. The Contractor shall furnish the Commission thirty days prior written notice of any cancellation, non-renewal (without replacement), or material reduction of coverage or limits of any policy referred to herein. 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 Commission'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 in the form of a Certificate of Insurance at any time during the Term, the Commission shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Commission for all available remedies – in equity and at law. (6) The Contractor will secure evidence of all insurance policies in the form of Certificates of Insurance of its subcontractors which shall be made available to the Commission on demand. The Contractor shall require its subcontractors to name the Contractor, the Commission, and the City of Winston-Salem as additional insured parties on the subcontractor's general and automobile liability insurance policies. The Contractor shall be as fully responsible to the Commission 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. (7) Contractual and other liability insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the Commission 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 Commission directs otherwise). In the event of any termination, the Contractor will be paid for all Services properly rendered to the date of termination and shall (i) promptly discontinue all Services affected (unless a termination notice from the Commission directs otherwise); and (ii) deliver to the Commission 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 Commission terminates this Agreement due to the Contractor's poor workmanship, failure to perform the Service set out herein or, otherwise, for breach of this Agreement, or in the event that the Contractor terminates this Agreement for convenience or otherwise, the Commission 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 Commission upon Commission's request. Upon completion of the Services and payment in full of all monies due to the Contractor, the Commission shall receive ownership of the documents prepared under this Agreement. The reuse of these documents by the Commission or by others authorized by the Commission, whether in this project or any other project, entitles the Contractor to no additional compensation. The Commission reserves the right to require the Contractor to submit copies to the Commission of any Service information and documentation during and after the completion of the Service with the Contractor's compensation being limited to the direct printing and copying expense and/or direct expenses to copy and supply computer information in a digital format. The

Contractor's indemnity, release and warranty are limited to the use contemplated in this Agreement and Contractor shall not be liable to the Commission or any third party for any claim arising out of the use of the Contractor's documents apart from this Agreement.

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

Name:
Position:
Address:
City/State/Zip:

If to the Contractor:

Name:
Position:
Address:
City/State/Zip:

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 Commission 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 Commission and the Contractor.

Waiver. Failure or delay on the part of the Commission 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 Employee Safety page of the City's website whose specific address is: <https://www.Cityofws.org/767/Employee-Safety>.

Ethics Policy. The Contractor hereby acknowledges that it has reviewed and agrees to abide by the City's Ethics Policy located on the Procurement Guidelines page of the City's website whose specific address is <https://www.Cityofws.org/820/Procurement-Guidelines>.

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

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

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. Contractor 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 Contractor 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.

Public Records and Confidential Information. All non-confidential information and documents provided by the Contractor to the Commission shall be treated as a public record under N.C.G.S. 132-1 et. seq. All information or documents provided by the Contractor to the Commission and marked as "confidential" or with a similar designation under N.C.G.S. 132-1.2 will be treated by the Commission as confidential and will not be disclosed to any person without the prior written consent of the Contractor, if it meets the criteria outlined in N.C.G.S. 132-1.2 (1)(a through d). However, the Contractor hereby agrees that said confidential information can be reviewed internally by City staff and by the Commission and any appropriate Commission committee involved in the process of awarding Commission contracts. The Contractor agrees to indemnify and hold harmless the Commission, the City, and their respective officers, employees, elected officials and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Contractor has designated as confidential pursuant to N.C.G.S. 132-1.

Right to Audit. To confirm compliance with the terms of this Agreement, the City's MWBE program, local, state, and federal laws and regulations, the Commission may, at all reasonable times upon reasonable prior notice during usual business hours, inspect, audit and examine for a period up to five (5) years after completion of the service or project detailed in this Agreement, all accounts and books of Contractor and, where necessary, make copies of the Contractor's documents necessary to determine compliance. Such right may be exercised through any agent or employee of Commission or City or by independent certified public accountants designated by the Commission. The Contractor shall permit the aforementioned inspection, audit and examination, and where necessary, the Commission or City to make copies of documents verifying compliance as indicated herein.

Nondiscrimination Ordinance. As a condition of entering into this contact, the Contractor represents and warrants that it will fully comply with the City's Non-Discrimination Policy, as set forth in Chapter 2, Section 2-8 Entitled "Policy of Nondiscrimination" of the Winston-Salem City Code. As part of such compliance, the Contractor shall not discriminate on the basis of race, ethnicity, color, creed, religion, sex, sexual orientation, gender identity, gender expression, pregnancy, veteran status, disability, age, marital status, familial status, protected hairstyle, political affiliation or national origin in the screening of applicants, the hiring and treatment of its employees, the provision of the goods and/or services set forth herein, or the solicitation, selection, hiring, or treatment of its subcontractors, vendors or suppliers, (hereinafter collectively "subcontractors"), if any, in connection with this contract or the contract solicitation process if applicable, nor shall the Contractor retaliate against any person or entity for reporting instances of such discrimination. The Contractor shall enact employment policies consistent with this obligation to refrain from such discrimination and shall provide evidence of such to the Commission within 90 calendar days of the first receipt of Commission funds. The Contractor shall provide equal opportunity for subcontractors to participate in all of its subcontracting and supply opportunities, if any, under this contract, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Contractor understands and agrees that a violation of this clause shall be considered a material breach of this contract and may result in termination of this contract, disqualification of the Contractor from participating in future Commission contracts pursuant to Winston-Salem City Code Section 2-3 or other sanctions. Furthermore, as a condition of entering into this contract, the Contractor agrees to: (a) promptly provide to the Commission in a format specified by the Commission all information and documentation that may be requested by the Commission from time to time regarding the screening of applicants, the hiring and treatment of its employees particularly if Commission funds were used in connection with hiring and compensation process, and the solicitation, selection, treatment and payment of subcontractors, if any, in connection with this Agreement; and (b) if requested, provide to the Commission within sixty days after the request a truthful and complete list of the names of all subcontractors that the Grantee has used under this contract, including the total dollar amount paid by the Contractor on each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the Commission pursuant to the City's Nondiscrimination Policy, to provide any documents, relevant to such investigation, that are requested by the Commission. The Contractor agrees to provide to the Commission from time to time on the Commission's request, payment affidavits detailing the amounts paid by the Contractor to subcontractors and suppliers in connection with this contract within a certain period of time. Such affidavits shall be in the format specified by the

Commission from time to time. Nothing in this contract shall negate or diminish the requirements of the City's MWBE program. Nothing in this contract shall infringe upon any rights afforded to the Contractor by state or federal law.

Non-Appropriations Clause. The City's obligations under this contract are contingent upon funds being appropriated from which payment can be made under this contract. In the event the City of Winston-Salem does not appropriate funds or sufficient funds for this contract in any given fiscal year, the City of Winston-Salem has the right, in any given fiscal year, to terminate this contract without penalty or liability of any sort.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and signed under seal on the day and the year first above written.

ATTEST:

CITY OF WINSTON-SALEM

_____(seal)
City Clerk or

_____(seal)
City Manager

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

Control Act.
Approved as to form and legality.

This the ___ day of _____, 20__.

This the ___ day of _____, 20__.

Chief Finance Officer

City Attorney

If Contractor has a corporate seal, please affix the seal below, in the empty space to the right of the Contractor's signatory's signature. If not, please complete the paragraph below.

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

ATTEST:

CONTRACTOR

_____(seal)
Witness Signature

_____(seal)
Authorized Signature

Name/Title

Print Name/Title

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

County of _____ State of _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____(names of individuals)

Sworn to or subscribed before me on this the ___ day of _____, 20__.

(Official Seal)

Official Signature of Notary
_____, Notary Public
Notary's Printed Name
My commission expires