



REQUEST FOR PROPOSALS (RFP)

For

CLEAN TEAM AMBASSADORS for DOWNTOWN WINSTON-SALEM BUSINESS IMPROVEMENT DISTRICT (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, November 20, 2025**. 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.

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

**Bids Will Be Received Until 5:00
PM, Thursday, November 20, 2025**

by
DOWNTOWN WINSTON-SALEM PARTNERSHIP
515 N. CHERRY STREET, WINSTON-SALEM,
NORTH CAROLINA 27101

REQUEST FOR PROPOSALS

Clean Team Ambassadors for DWSBID

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

- | | |
|------------------------|-------------------------------|
| • RFP Issued | October 29, 2025 |
| • Proposals Due | November 20, 2025 |
| • Contractor Selection | No later than January 1, 2026 |
| • Start Services | July 1, 2026 |

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

1. 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. Downtown Clean Team Ambassadors Proposed Operating Hours:
Monday - Sunday: 8:00 am – 4:30 pm
3. 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 7-days per week.
4. 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.
5. Remove litter and debris from tree wells.
6. 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.
7. Dispose of all dirt, trash, leaves, debris, cigarette butts, handbills and other similar items in an appropriate and sanitary manner.
8. Perform steam cleaning (or power washing) of sidewalk on a regular basis or as directed by DWSP.
9. Perform minor soft-set brick sidewalk repairs throughout the BID.
10. Perform limited weed control and refilling bait stations for rodents.
11. Watering of plants in tree wells and other project areas as needed. Watering tanks are provided along with water source.
12. In coordination with City Sanitation Department, ensure that all public trash receptacles are emptied. Trash containers shall be washed and cleaned on a regular basis.
13. Clear a 5-foot-wide section of sidewalks and spread “ice melt” material as time allows.
14. Provide basic cleaning services within public alleys and other areas as directed by DWSP.
15. Provide limited assistance for special events and activities directed by DWSP such as distributing barricades before and after events.
16. Completing special projects on an as needed basis

17. Wear a special uniform that denotes that they are Clean Team ambassadors. Be available to provide directions and information to visitors downtown who need assistance.
18. Straighten street fixtures such as newspaper racks, benches, signs, scooters, trash cans, etc.
19. Observe and log code enforcement problems that should be maintained by the City of Winston-Salem, such as broken streetlights, damaged property, trash cans that need repaired, etc.
20. While engaging in the primary role of cleaning, you should also observe, log and report criminal activity to the Police Department.
21. Completing special projects on an as needed basis.

2. Merschel Park-Passageway Ambassador: 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. Exact hours will change along with the seasonal sunrise schedule. The goal is to have daily coverage during daytime hours.
2. Pick up litter, cigarette butts, leaves, and all debris from all parts of Merschel Park and Passageway Park along with the streets adjacent and between the park (Trade Street from Fourth to 5th, 3rd Street from Liberty to Cherry, and Fourth Street from Liberty to Cherry).
3. Power wash the ground surfaces.
4. Arrange tables and chairs and keep them tidy. Clean Tables and chairs.
5. Change pet station trash and bags as needed.
6. Report any issues to police department or appropriate person.
7. In coordination with City Sanitation Department, ensure that all public trash receptacles are emptied. Trash containers shall be washed and cleaned on a regular basis.
8. Clear a 5-foot-wide section of sidewalks and spread “ice melt” material as time allow.
9. Completing special projects on an as needed basis.
10. Wear a special uniform that denotes that they are Clean Team ambassadors. Be available to provide directions and information to visitors downtown who need assistance.
11. Observe and log code enforcement problems that should be maintained by the City of Winston-Salem, such as broken streetlights, damaged property, trash cans that need repaired, etc.
12. While engaging in the primary role of cleaning, you should also observe, log and report criminal activity to the Police Department.

3. Hospitality Ambassador:

1. Five (5) days a week service, depending on the needs of the specific area. Exact hours will change along with the seasonal sunrise schedule. The goal is to have daily coverage during busy hours. (Wednesday – Sunday) 11am to 7:30pm.
2. Welcoming and assisting visitors
3. Promoting downtown amenities and businesses
4. Public Relation Checks
5. Providing maps and visitor information
6. Walking Patrols and Public Safety Escorts
7. Coordinate and support hospitality services during downtown events and conferences
8. Completing special projects on an as needed basis.

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.

Separate Annual Cost Proposals for each Ambassador Job Description

We require a separate annual cost proposals for Each Job Description outlined in the Scope of Work: Downtown Clean Team Ambassador, Merschel Park/Passageway Ambassador, and Hospitality Ambassador.

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. 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.

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 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 always remain locked, 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.

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, pet station maintenance visits, hours watering plants 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 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 in 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 to 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 Indemnitees) 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, November 20, 2025.**

- 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 Proposers 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, 2026 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:

1. Experience, ability, skill:
 - Previous experience in providing 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.
 - Hiring and maintaining staff resources to effectively provide the required services.
 - References from current or previous clients.
2. Ability to provide the necessary resources to complete the identified tasks including:
 - Anticipated staffing levels and projected wage rates.
 - Vehicles, cleaning machines and other technology to carry out the duties.
 - Providing quantifiable measures of the program's results.
3. Ability to maximize community participation in the project, including:
 - Percentage participation by certified M/WBE or HUB firms.
 - Percentage participation by locally owned firms.
 - Percentage participation by HUD Section 3 firms or individuals.
4. Annualized cost to provide the above scope of service.
5. Corporate and financial stability.

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.

BUSINESS LICENSE REQUIRED

The successful proposer shall have a current year Winston-Salem Privilege Business License prior to starting the work of this contract. Such can be obtained from a Business License inspector in Room 121, Bryce A. Stuart Municipal Building, 100 E. First Street. Call 336-747-6954 or refer to www.Cityofws.org under Revenue Department for more information. Business Licenses expire on June 30 and must be renewed annually.

E-VERIFY

Contractor must comply with E-Verify: (1) its compliance with E-Verify or the non-applicability of the E-Verify requirements due to an employee population of less than 25 employees in NC; and (2) its subcontractors compliance with E-Verify or the non-applicability of such due to an employee population of less than 25 in the State of North Carolina. Similar provisions will be included in the contract required to be signed by the awardee. A violation of these provisions will be grounds for a breach of contract claim by the DWSP.

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 workers 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.

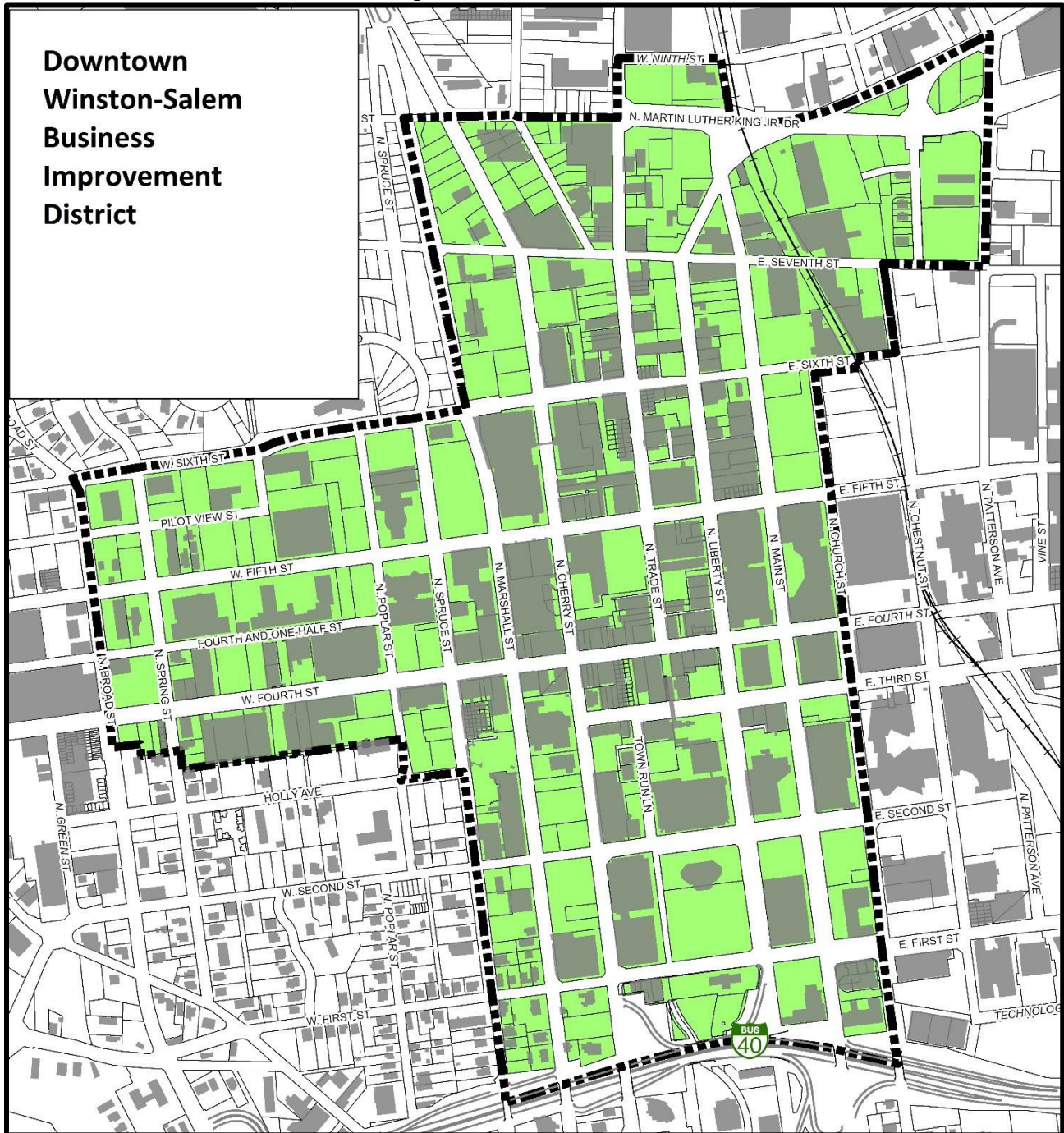
INSPECTION OF SITES

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

| | |
|-----------|---|
| Exhibit A | Map of DWSBID Boundaries |
| Exhibit B | Map of BID Area |
| Exhibit C | Proposal Authorization and Signature Form |

Map of DWSBID Boundaries



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 _____