



Request for Bids

by

City of Concord

for

**PREPARATION AND PRODUCTION OF THE CITY OF
CONCORD'S QUARTERLY CITY CIRCULAR AND TRIANNUAL
LEISURE TIMES MAGAZINES**

ANNOUNCED DATE: March 9, 2018

DUE DATE: March 26, 2018

TIME: 1:00 P.M.
IN CONFERENCE ROOM C
ALFRED M BROWN OPERATIONS CENTER
850 WARREN C COLEMAN BOULEVARD
CONCORD, NC 28025

I. OVERVIEW AND PURPOSE

The City of Concord, North Carolina will receive sealed bids, on Monday, March 26, 2018 at 1:00 p.m. in Conference Room C of the Alfred M. Brown Operations Center, 850 Warren C. Coleman Boulevard, Concord, North Carolina 28025. Said bids will be publicly opened and read for:

PREPARATION AND PRODUCTION OF THE CITY OF CONCORD'S QUARTERLY CITY CIRCULAR AND TRIANNUAL LEISURE TIMES MAGAZINES.

The *City Circular* is a color publication of the City Manager's Office, which is distributed to approximately 40,000 addresses four times a year and serves as one of the City's main information sources to its citizens. The *Leisure Times* is a color publication of the Parks and Recreation Department, which is distributed to the same addresses three times a year and encourages participation in the department's various programs and activities.

Both publications are in a magazine format; each issue the *City Circular* is a minimum of 16 pages, while each issue of the *Leisure Times* is a minimum of 24 pages. The pages will be printed on 70 - 100 lb. Productolith white, glossy paper, or equivalent, using full color processing. The magazines are attached on the left side with two staples. Robust digital editions of both publications will also be produced.

For cost-efficiency, the City requires polybagging of overlapping mailings of the magazines with other City publications including but not limited to departmental marketing and educational materials.

The successful bidder will be awarded a contract for creative production, printing, and mailing of eight issues of the *City Circular* and six issues of the *Leisure Times* between July 2018 and June 2020. The City and the successful bidder may have the option to agree in writing to extend the terms for two, successive one-year periods (July 2020 to June 2021, and July 2021 to June 2022). The City of Concord retains editorial control of the publications.

II. SCOPE OF SERVICE

Concord expects the successful bidder to provide typical services associated with a professional service contract including, but not limited to the following:

A. CITY CIRCULAR

1. Professional writing for at least two feature articles and two supplemental articles to be used in each edition will be required by conducting interviews to gather the information.
2. Proofreading, editing, stock photography and clip art, supplemental articles, graphics, layout, design, and offset preparation.
3. Compiling information for calendars and writing articles with the assistance of various City officials and departments.
4. Familiarity with the workings of a city government, particularly Concord, will be helpful in preparing articles.
5. Submission of a draft of each edition to City staff for review before the final printing.
6. Ensuring that each publication is prepared and ready for mailing according to the schedule in Section II.

7. Ensuring that the publication proceeds through the stages of production from beginning to end and includes ensuring that the publications are printed and mailed.
8. Mailing each publication to a list of addresses purchased from the United States Postal Service including residential properties located within specified carrier routes. Depending on the location of each carrier route within the corporate City limits of Concord, most routes will be delivered using Saturation Mail service. Other routes partially located within City Limits will be mail via Presorted Standard Delivery service. An updated list will be purchased and analyzed in a similar fashion every six months.
9. For cost-efficiency, polybagging the magazine with other City publications including but not limited to the *Leisure Times* and departmental marketing and educational materials.
10. Providing electronic PDF files of each issue to the City for its use.
11. Providing a digital edition of each issue and establishing a digital bookshelf for containing all issues since 2011 for concordnc.gov.
12. Providing 400 printed copies of each issue to the City for its use. The copies shall be delivered to the delivery area at the rear of City Hall, located at 35 Cabarrus Avenue W, Concord NC 28025.

B. LEISURE TIMES

1. Compiling information for articles, calendars, and activities listings with the assistance of City Parks and Recreation staff.
2. Proofreading, editing, stock photography and clip art, supplemental articles, graphics, layout, design, and offset preparation.
3. Submission of a draft of each edition to City staff for review before the final printing.
4. Ensuring that each publication is prepared and ready for mailing according to the schedule in Section II.
5. Ensuring that the publication proceeds through the stages of production from beginning to end and includes ensuring that the publications are printed and mailed.
6. Mailing each publication to a list of addresses purchased from the United States Postal Service including residential properties located within specified carrier routes. Depending on the location of each carrier route within the corporate City limits of Concord, most routes will be delivered using Saturation Mail service. Other routes partially located within City Limits will be mail via Presorted Standard Delivery service. An updated list will be purchased and analyzed in a similar fashion every six months.
7. For cost-efficiency, polybagging the magazine with other City publications including but not limited to the *City Circular* and departmental marketing and educational materials.
8. Providing electronic PDF files of each issue to the City for its use.
9. Providing a digital edition of each issue and establishing a digital bookshelf containing the current and previous two issues for concordnc.gov.

10. Providing 800 printed copies of each issue to the City for its use. The copies shall be delivered to the Academy Recreation Center located at 147 Academy Avenue SW, Concord NC 28025.

Recent *City Circular and Leisure Times* issues are included in this package to serve as an example of the City's expectations.

Technical questions concerning the scope of this project should be directed to the following:

City Circular: Peter Franzese, Public Affairs and Projects Manager
City Manager's Office Phone: 704-920-5210
26 Union Street S E-mail: franzese@concordnc.gov
PO Box 308
Concord, North Carolina 28026

Leisure Times: Debbie Littlefield, Program Coordinator
Parks and Recreation Department Phone: 704-920-5615
147 Academy Avenue SW E-mail: littlefd@concordnc.gov
PO Box 308
Concord, North Carolina 28026

Questions regarding purchasing procedures should be directed to the following:

Ryan LeClear, Purchasing Manager
Alfred M Brown Operations Center Phone: 704-920-5447
850 Warren C. Coleman Blvd S E-mail: leclearr@concordnc.gov
PO Box 308
Concord, North Carolina 28026

Firms shall have no contact related to this project with elected officials or City of Concord employees other than as directed herein, during this process. Any such contact will subject the firm to immediate disqualification for consideration for this project. At the option of the selection committee interviews may be held with selected applicants if it is determined to enhance the selection process.

III. SUBMITTAL REQUIREMENTS

The bid submitted shall be received in accordance with the instructions detailed in this request. Any amendments to this request shall be made in writing and distributed as an addendum.

The selection of the firm will be based on the totality of the bid as presented in the detailed bid statement. The presence or absence of one or more of the items listed below, except for those items required by law, shall not be totally disqualifying but shall be taken into consideration as a portion of the totality reflecting positively or negatively on the bid. Bids should clearly and concisely address the following:

1. **Coversheet**: List project title, the name of your firm, and the name, address, e-mail, and telephone number of a contact person for questions concerning this bid.
2. **Scope of Service**: Provide a list of the scope of service you will provide related to Section II of this request.
3. **Cost**: Provide the **total two-year project cost and cost per issue** of each publication.

4. **Experience:** Provide biographies and experience of the team members that would work with the City on this project.
5. **Samples:** Provide samples of similar work your firm has prepared over the last three years.
6. **References:** Provide the name, address, phone number, e-mail address, and relationship of at least three references familiar with the quality of work done by your firm on similar projects that were under taken in the last two years.
7. **Contract:** Provide a proposed two-year contract with the City's option to cancel after the first issue printing if not completely satisfied.
8. **Other Supporting Data:** Include any other information you feel to be relevant to the selection of your firm for this request.

IV. SUBMITTAL FORMAT AND DEADLINE

Please submit three hard copies of the bid package. The bid shall be limited to 15 pages inclusive of the cover sheet, and shall be typed on 8 1/2" x 11" sheets, single spaced, one sided. Submissions exceeding the 15-page limitation will not be considered (work samples not included in this limit). **Hard copy of the Bid shall be mailed, shipped, or hand-delivered in a sealed package, and in the City's possession no later than 1:00 p.m. on Monday, March 26, 2018 at the address below.** No bids will be accepted after this time.

Mailed:
 PO Box 308
 Concord, NC 28026

Shipped or hand-delivered:
 850 Warren C. Coleman Boulevard
 Concord, NC 28025

The subject line should contain the firm's name and "Bid for City Circular and Leisure Times".

The City reserves the right to reject any and all bids, and to waive any informalities or irregularities in a bid. It is anticipated that a firm will be selected and notified by mid-May 2018.

V. SELECTION CRITERIA

Award shall be made to the lowest responsible bidder, taking into consideration quality, performance and time specified in the bid for the performance of the contract. The preferences below will be utilized determine a responsible bidder. Selection will be made after thorough review conducted by a City panel.

1. **Qualifications of the firm:** those bids whose firm has personnel with experience and training with similar projects.
2. **Cost/value:** those bids that provide the best value, effectiveness, and use of the City's resources.
3. **Ability to Meet Time Frame Established:** those bids whose firm can meet the City's established time frame for completion of each issue with limited conflict of project staff from other projects.
4. **Response Capability, Budget Control, Meeting Deadlines, and Project Understanding:** those bids whose firm has an ability to finish projects within budget and within the project time frame. Examples reviewed will be within the last three (3) years. Firm's demonstrated ability to respond to the proposed project is important.

The City of Concord selection panel shall review the bids and recommend the top bid to the City Manager. Once the City Manager approves the recommendation, the selection panel will negotiate a contract with the top recommended firm based on their bid to be approved by City Council. If a contract cannot be successfully negotiated with the top recommended firm, the panel will proceed to the second recommended firm, and so on until an acceptable contract is negotiated. Firms that are not selected will be notified.

VI. PROJECT SCHEDULE

The City expects to recommend the top bid to the City Manager by late April 2018. Once a contract is approved by City Council and executed by the City Manager, a copy will be sent to the firm. The contract term will be July 1, 2018-June 30, 2020. It is anticipated that the selected firm will begin this contract by producing the Fall (August) issues. The conceptual design of both publications will be due within 30 days of the awarding of the contract. The fourteen issues of the two-year contract will be produced as follows:

No.	Issue	Deadline for mailing	Publications
73	Fall 2018	August 20, 2018	CC/LT
74	Winter 2019	December 10, 2018	CC/LT
75	Spring 2019	February 28, 2019	CC
	Summer		
76	2019	May 20, 2019	CC/LT
77	Fall 2019	August 20, 2019	CC/LT
78	Winter 2020	December 10, 2019	CC/LT
79	Spring 2020	February 28, 2020	CC
	Summer		
80	2020	May 20, 2020	CC/LT

VII. CONTRACTING

Any contract developed for this work shall be construed and enforced in accordance with the laws of the State of North Carolina. Any controversy or claim arising as a result of contracting shall be settled by an action initiated in the appropriate division of the General Court of Justice in Cabarrus County, North Carolina.

The selected firm will be expected to enter into the City’s Standard Form of Agreement for Services. This agreement is attached and any questions or comments should be communicated to Ryan LeClear, Purchasing Manager before selection as the consultant for this project.

VIII. EQUAL EMPLOYMENT OPPORTUNITY AND DRUG FREE WORK PLACE

The local government of the City of Concord does not discriminate administering any of its programs and activities. The Firm(s) awarded the contract for work will be required to assure that no person shall be denied employment or fair treatment, or in any way discriminated against on the basis of race, sex, religion, age, national origin, or disability.

Although no percentage is assigned, it is an absolute requirement of the City that the project work site and work force be drug free and that associated individuals, including subcontractors, working on the project be free of prior or pending felony convictions, the bid should include a commitment to this requirement and an indication of the plan of the firm to ensure compliance with this requirement.

STANDARD FORM CONTRACT

This contract (this "Contract" or this "Agreement") is made and entered into as of the ___ day of _____, 20___, by the City of CONCORD ("City") and _____ ("Contractor"), () a corporation, () a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of _____.

Sec. 1. **Background and Purpose.**

Sec. 2. **Services and Scope to be Performed.** The Contractor shall provide the services at the charges set forth either in this paragraph or in Exhibit "A". In this Contract, "services" means the services that the Contractor is required to perform pursuant to this Contract and all of the Contractor's duties to the City that arise out of this Contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. **Complete Work without Extra Cost.** Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. **Compensation.** The City shall pay the Contractor for the Work as provided in either this paragraph or in Exhibit "A". Any additional services needed beyond regularly scheduled services may require additional charges. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section or authorized by a duly approved amendment or change order.

Sec. 5. **Term.** This Contract shall begin on _____ 2___ and end at _____ 2___. This Contract shall not be automatically extended unless agreed to in writing by the City or as provided in Exhibit "A".

Sec. 6. **Contractor's Billings to City.** Payments will be made in accordance with either this paragraph or in Exhibit "A". Contractor shall submit an original pay request (invoice) to the City Purchasing Agent by the first of each month to expedite payment. Upon receipt of the pay request the City Purchasing Agent will verify the amounts and if correct, will forward the pay request to the Finance Department for payment. Final payment of undisputed amounts shall be made to the Contractor within thirty (30) days after all work has been fully completed and verified by the City project manager.

Sec. 7. **Insurance.** Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$100,000 each accident, \$100,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise,
	<input type="checkbox"/> \$2,000,000

Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial Contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the Contract remains in effect.

The City shall be named as an **additional insured** and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read, "City of Concord is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force shall constitute a material breach of this Contract and may, at the City's option, be cause for Contract termination. In the event that the Contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the Contract without notice.

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in Exhibit "A", the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Attachments. Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

The following attachments are made a part of this contract and incorporated herein by reference:

- (a) Exhibit "A" – Scope of Services / Fee for Scope of Services.
- (b) Exhibit "B" – Contractor must execute the Affidavit attached as Exhibit B, attesting to compliance with state and federal laws related to E-Verify. ***This requirement only applies to contracts that fall between the formal bidding range.**
- (c) Exhibit "C" – Tax Form(s).
- (d) Exhibit "D" - Certificate of Insurance.

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the City Attorney and approved by the City in writing.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

City of Concord
P.O. Box 308
Concord, NC 28026
Fax Number: (704)

To the Contractor:

VaLerie Kolczynski, Esq.
City Attorney
PO Box 308
Concord, NC 28026

(b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this

section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this Contract.

Sec. 12. Corporate Status. If the Contractor is dissolved or suspended and the Contractor does not notify the City of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this Contract, at the sole option of the City, shall be declared null and void or the Contractor shall execute a new Contract showing the Contractor’s correct legal entity.

Sec. 13. Breach. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party.

Sec. 14. Miscellaneous.

(a) Choice of Law and Forum. This contract shall be deemed made in Cabarrus County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City’s written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City’s defenses and shall be liable for all of the Contractor’s duties that arise out of this contract and all of the City’s claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability.

(i) No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation.

References to contracts and agreements shall be deemed to include all amendments to them. The word “person” includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) W-9 Form. Contractor shall provide a completed W-9 form to the City upon execution of this contract.

(m) No Employment Relationship. For all matters relating to this Agreement, Contractor shall be deemed an independent contractor. Nothing in this Agreement shall be construed in such a manner as to create an employee-employer relationship between City and Contractor.

(n) Corporate Seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

CITY OF CONCORD:

(Typed or Printed Legal Name of Contractor)

By: _____
City Manager

By: _____
Signature of President/Vice President/Manager/Partner

Date: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST BY:

ATTEST:

City Clerk

BY: _____
Signature of Vice President, Secretary, or other officer

Printed Name: _____

Title _____

APPROVED AS TO FORM:

Attorney for the City of Concord

APPROVAL BY CITY FINANCE OFFICER

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

Signature

I. EXHIBIT "A"

This document is an Exhibit to the Agreement for Professional Services between the CITY OF CONCORD and _____
_____ dated _____ 2_____.

Scope of Services:

Fee for Scope of Services:

The fee for services shall not exceed _____ and shall be based on a time and material format, whereby fees would be invoiced by the amount of actual time/material expended. Fees for _____ staff time shall be based on the rate schedule provided below. Invoices shall be directed to: City of Concord Attention: _____, Post Office Box 308, Concord, NC 28026-0308. Should changes or extra services be needed, which will cause a cost overrun; _____ will consult with the City for adjustments prior to conducting the work.

The budget for the scope of services is based on the following estimates:

EXHIBIT "B"

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

I, _____ (the individual signing below), being duly authorized by and on behalf of _____ (the legal name of the entity entering the contract, "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS § 64-26.
- 2. Employer understands that Employers Must Use E-Verify. Each employer (as such term is defined in NCGS § 64-25), after hiring an employee (as such term is defined in NCGS § 64-25) to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
- 3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____.
- 4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.
- 5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.

This ___ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Cabarrus
Signed and sworn to (or affirmed) before me, this the _____
day of _____, 20__.
My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

EXH
IBIT
"C"

TAX FORM(S)

CERTIFICATE OF INSURANCE