



REQUEST FOR PROPOSAL

Downtown Municipal Service District Services

PROPOSAL DUE DATE:	May 19, 2021
PROPOSAL SUBMITTAL LOCATION:	Economic Development 425 S. Lexington Ave. Burlington, NC 27215
DOWNTOWN MANAGER:	Sara Beth Hardy
TELEPHONE NUMBER:	(336) 222-5002 sbhardy@burlingtonnc.gov

Competitive proposals for the specified service shall be received by the Economic Development Department, 425 S. Lexington Ave., Burlington, NC 27215, until the date and time cited. Please submit your proposal to the City of Burlington Economic Development Department, Attention: Sara Beth Hardy at one of the following locations:

Mail:
P.O. Box 1358
Burlington NC, 27216

Hand Deliver:
425 S. Lexington Ave.
Burlington, NC 27215

Proposals must be in the actual possession of the Economic Development Department at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City of Burlington clock.

1.1 Introduction and Background

The City of Burlington, NC, hereinafter referred to as “City” is located on the I-85/I-40 corridor representing a growing area that connects larger metropolitan regions. The mild climate, diverse work force and proximity to the Triad and the Triangle combine to make Burlington a great place to live.

A Municipal Service District (MSD) is a defined area in which the municipality’s governing board levies an additional property tax to provide enhanced services to the residents or properties in the district. The additional tax collected can be used for functions specifically defined in state statutes including downtown and urban revitalization. The City has one MSD in the downtown area.

In September 2015, the NC State General Assembly adopted legislation impacting the process by which cities contract with private agencies to provide services within an MSD. The legislation also outlines certain contractual requirements including specifying the purposes for which City funding is to be used in the MSD and appropriately accounting for the funding at the end of each fiscal year.

In 2020, the Burlington City Council approved a transition from a fully contracted MSD function to a hybrid form of management, where the City will provide more direct day-to-day oversight and assistance to our downtown. As part of this transition, the City hired a Downtown Manager within the Economic Development Department to staff the MSD and reduced the personnel supplement for the contracted entity. The Downtown Manager works as support staff to the MSD contracted entity and provides oversight and direction for MSD contracted entity’s City responsibilities.

The City requests proposals from qualified firms to partner with city staff to provide enhanced services in the Downtown MSD. Section 3, Scope of Services, further details the following enhanced service elements:

- Economic Development
- Planning and Development
- Marketing and Communications
- Public Space Management
- Event Management/Support
- Conflict Resolution and Consensus Building Services for All MSD Residents, Tenants and Property Owners

RFP Process	Date	Time
RFP Posted	Thursday, 4/30/21	
Contractor’s Written Questions Due	Wednesday, 5/5/21	5:00 pm
City Responses to Contractor questions	Friday, 5/7/21	5:00 pm
RFP Due Date/Time	Wednesday, 5/19/21	5:00 pm

1.2 Pre-Proposal Questions

Questions concerning the specifications in this Request for Proposals will be received and responded to as shown above. All answers to questions and changes to this RFP shall be issued in writing as an addendum to all vendors. No oral statements, explanations, or commitments by whosoever made shall be of any effect unless incorporated in the addenda.

1.3 It is the vendor's responsibility to assure that all addenda have been reviewed, signed, and returned with the proposal submission. Proposal Submission Requirements and Contact Information

Proposals must follow the format as defined in Section (2) PROPOSALS.

Bidders must submit one (1) signed original plus one (1) electronic version and eight (8) copies, of the "**Burlington Downtown Municipal Service District Services**" proposal. The electronic version of the proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a Compact Disc-Read Only Memory (CD-ROM) disc or USB drive attached to the proposal. Proposals must be enclosed in a sealed envelope or package and clearly marked: "**Burlington Downtown Municipal Service District Services**". Both hard copy and electronic version must be received by the City on or before the "RFP Due Date/Time" as shown above. Proposals received after the "RFP Due Date/Time" above will not be considered and will be returned unopened to the return address on the submission envelope.

Deliver proposals to one of the following addresses:

Physical Address

City of Burlington
Attn: Sara Beth Hardy
425 S. Lexington Ave
Burlington, NC 27215

Mail Address

City of Burlington
Attn: Sara Beth Hardy
PO Box 1358
Burlington, NC 27216

The outside of the submittal package and the CD-ROM/USB must be clearly marked. The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest. Any requirements in the RFP that cannot be met must be indicated in the proposal. Contractors must respond to the entire Request for Proposals (RFP). Any proposals received by the City that are incomplete in their responses will be immediately disqualified.

1.4 Rights to Submitted Material

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina law) shall become the property of the City when received and the entire proposal shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina law.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposal.

2 PROPOSALS

Proposals must be clear, succinct, and not exceed 30 pages or 15 sheets of 8 1/2" x 11" paper of no less than 12 point font. Responses must follow the format outlined herein. The City may reject as non-responsive at its sole discretion any proposal or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

- A. Cover Letter / Letter of Intent
- B. Executive Summary
- C. Project Understanding, Approach and Schedule
- D. Team Organization, Experience and Certifications/Qualifications
- E. Consultants and/or Subcontractors
- F. References
- G. Cost Proposal
- H. Financial Statement (If Applicable)
- I. Additional Proposal Requirements

A. Cover Letter/Letter of Intent

The cover letter shall be addressed to Mr. Sara Beth Hardy, Downtown Manager. It may be up to two pages (which do not count toward the 30-page maximum) and, at a minimum, must contain the following:

- Identification of organization, including name, address, email address and telephone number.
- Name, title, address, email address and telephone number of contact person during period of proposal evaluation.
- A statement to the effect that the proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Signature of a person authorized to bind the Firm to the terms of the proposal.

B. Executive Summary

In a brief narrative, describe the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convey to the City that the Vendor understands the nature of the work and the level of effort necessary to successfully provide the defined services.

C. Project Understanding, Approach and Schedule

This section shall include, in narrative, outline, and/or graph form the vendor's approach to accomplishing the tasks outlined in the Scope of Services section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

D. Team Organization, Experience and Certifications/Qualifications

The information requested in this section should describe the qualifications of the firm and key staff to demonstrate the Respondent's ability to perform the requested services. In addition, include the following information:

- Experience of all executive, managerial, legal, and professional personnel providing the defined services.
- Resumes for proposed lead staff and previous work completed that is applicable.
- Team Organization Chart showing all firms, contractual relationship between firms, and names of specific staff proposed for this project, including their titles. (Identify certified Minority Business Enterprises (MBE) or Women Business Enterprises (WBE) firms, if any.)
- A summary of your firm’s demonstrated capability, including length of time that your firm has provided the type of services being requested in this RFP.

E. Consultants and/or Subcontractors

The City desires to enter a contract with one Respondent that will be responsible for all defined services. If the Respondent plans on using consultants and/or subcontractors as part of its implementation plan, then provide the company profile, name, address, email address and telephone for all consultants and/or subcontractors providing support. Define the responsibilities and give a description of services to be provided by consultants and/or subcontractors. Describe the Firm’s business and reporting relationship with any consultants and/or subcontractors. Identify certified Minority Business Enterprises (MBE) or Women Business Enterprises (WBE) firms, if any. Include references and resumes for all third party consultants and/or subcontractors in the proposal. The City has the right to accept or reject any changes made to the proposed project team members, including the use of consultants and/or subcontractors.

F. References

The Respondent must provide a minimum of three references whom the City may contact regarding qualifications and past performance (within 5 years). The City may randomly select references to contact as part of the Respondent’s evaluation process.

The following must be included for each reference:

- a. Name of Organization and Contact
- b. Title of Contact
- c. Address (delivery and email)
- d. Telephone Number(s)

G. Cost Proposal

Respondents shall include two Cost Proposals

1. A proposal that would require only the **current** MSD budget level

Current Year MSD Budget (FY20/21)

MSD Property Tax	\$ 165,580
Additional City pledge for reimbursable economic development grants	<u>\$ 75,000</u>
Total Current Budget for MSD Services	\$ 240,580

2. An alternative proposal that would require additional financial resources.

The Cost Proposal shall be submitted and shall define in detail the following:

- Travel, Training, Meetings
- Overhead Costs
- Professional Services
- Marketing/Advertising/Promotions
- Economic Development
- Subcontractor Costs (if any)
- Any Anticipated Private Funding and Related Work/Projects (show separately)
- Any Anticipated Funding from Other Sources (i.e. grants) and Related Work/Projects (show separately)
- A Breakdown of Total Costs to Each Individual Element Defined in the Scope of Services

H. Financial Statement

The vendor shall provide the following financial information:

- Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the vendor shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP);or
- Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the vendor shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the vendor's stated financing), performance bond, personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the vendor's financial stability.

Recent shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP.

Consolidated financial statements of the vendor's parent or related corporation/business entity shall not be considered, unless: (1) the vendor's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements; (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the vendor's performance of the contract

and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) vendor provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The vendor's failure to provide any of the above-referenced financial statements or failure to submit all the requested financial statements may result in the rejection of the vendor's proposal and rejection is more likely to occur if other vendors provide financial documentation in compliance with the foregoing provisions. Vendors are also encouraged to explain any negative financial information in its financial statements and are encouraged to provide documentation supporting those explanations.

All financial information, statements and/or documents provided in response to this proposal requirement shall be kept confidential, IF THE VENDOR COMPLIES WITH PARAGRAPH 13 OF THE GENERAL INFORMATION ON SUBMITTING PROPOSALS BY MARKING THE FINANCIAL INFORMATION, STATEMENTS AND/OR DOCUMENTS CONFIDENTIAL.

I. Additional Proposal Requirements

Items included on the list of additional proposal requirements may be a reiteration of information included in previous sections. Respondent should reference if a response to one of the following is included in a separate section.

- Respondent shall:
 - Describe the service levels provided to deliver defined services, such as frequency and methods used.
 - Provide measurable and quantifiable metrics that support outlined services and that will measure success.
 - Discuss the mechanism(s) the organization will use for ongoing feedback on services.
 - Discuss how the organization will leverage funding from other sources.
 - Discuss how the organization will assist and support the City in the implementation of the Downtown Master Plan and the City's Comprehensive Plan.
 - Examine board composition and membership to identify actual or perceived conflicts of interest. If needed, include proposed changes to board membership to avoid conflicts of interest.
 - Examine board composition for inclusiveness of residents, tenants and property owners of both small and large businesses.
 - Follow SL 2015-241 including but not limited to submitting a yearly report and presentation to City Council.
 - Address the development of a long-term strategic plan for the MSD.
 - Outline the desired mix of goods and services offered in the MSD.
 - Outline priority of work/efforts needed in the MSD
 - Include a retail economic strategy that considers diversity of retail choices.
 - Structure annual work plan and metrics to align with the MSD strategic plan goals and objectives and align with the City's annual budget process.

2.1 Evaluation Criteria

This is not a bid. There will not be a public bid opening. Proposals will be evaluated based on but not necessarily limited to the following criteria:

Criteria	Weights
Qualifications and experience of the proposed team members for the requested services	30%
Overall quality and detail of submittal and demonstrated understanding of scope of services	25%
Time required to implement all aspects of the scope of services and ability to measure and report on future success	20%
Demonstration of prior successes with similar services and projects	15%
Proposed Cost	10%

2.2 Final Selection

A team, comprised of City staff, will be responsible for the proposal evaluations. This team, in accordance with the criteria listed above, will evaluate all proposals received as specified. The City team members, in applying the major criteria to the proposals, may consider additional sub-criteria beyond those listed. During the evaluation period, the City of Burlington reserves the right to interview firms if it is determined to be beneficial in determining the top firm.

The final selection will be the firm which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the proposals received.

Firms will be objectively evaluated based on their responses to the project scope outlined in the RFP. The written proposal should clearly demonstrate how the firm could best satisfy the requirements of City.

Price quoted must be held firm for 90 days after the RFP is due. The City reserves the right to make an award without further discussion of the proposal submitted. The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract. The RFP may be awarded by individual task or total proposal, whichever is most advantageous to the City.

The general conditions and specifications of the RFP and the selected proposal, as amended by agreement between the City and the Contractor including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Failure of the Contractor to perform as represented may result in elimination of the Contractor from competition or in contract cancellation or termination.

3

SCOPE OF SERVICES

A. The primary scope of service elements and additional breakdown are outlined below.

1. Conflict Resolution and Consensus Building for All MSD Residents, Tenants and Property Owners:

- a. Work closely with MSD property owners, residents and tenants to solve problems
- b. Serve as a convener and facilitator of complex and challenging issues in the district
- c. Work closely with City's Downtown Manager
- d. Provide mechanism for ongoing public feedback regarding services provided in MSD

2. Economic Development

- a. Support existing businesses
- b. Recruit new businesses
- c. Support new development opportunities
- d. Develop strategies to increase business activity
- e. Manage Downtown Small Grants Program
- f. Encourage and support development outside boundaries when project cannot be accommodated inside MSD
- g. Collaborate with the city's economic development program

3. Event Management/Support

- a. Provide city organized events with support services and/or funding in collaboration with Recreation and Parks, other city departments, downtown merchants and event organizers
- b. Initiate, support and encourage the production of non-city organized events
- c. Foster community collaboration to improve the utilization of downtown for cultural programs and events

4. Marketing and Communications

- a. Market downtown as a destination for living, working, shopping, and entertainment
- b. Market and promote businesses, events, and cultural programs downtown
- c. Advocate on behalf of MSD stakeholders
- d. Educate citizens and city leaders on downtown issues, needs and priorities
- e. Communicate with all downtown stakeholders

5. Planning and Development

- a. Support strategic goals and strategies identified in the City's Comprehensive Plan and the Downtown Master Plan
- b. Support the preservation of historic structures
- c. Support the planning and implementation of capital projects
- d. Maintain the city's status in the NC Main Street Program
- e. Advocate for items/projects to foster development

6. Public Space Management

- a. Identify, provide and support improvements to the downtown aesthetics

- b. Collaborate with city staff on strategies to improve public safety
- c. Advocate and assist with parking needs and strategies
- d. Identify, provide and support place making and street activation enhancements (street furniture, art installations, signage, decorations, etc.)

4 CONTRACT TERMS

4.1 Non-discrimination

In consideration of the signing of this Contract, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, or handicap with reference to the subject matter of this Contract, no matter how remote. The parties further agree in all respects to conform with the provisions and intent of City of Burlington Code of Ordinances, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Burlington and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

4.2 Term of Contract

The term of this contract will be for one year with an option to renew for one year upon mutual consent of both parties.

4.3 Assignment

This Contract may not be assigned without the express written consent of the City.

4.4 Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

4.5 Insurance

Insurance Requirements

Certificates for Workers Compensation, General Liability and Vehicle/Equipment Insurance will be required and submitted as part of the bid package. The Contractor, at its own expense, shall keep in force and at all times maintain during the Agreement:

<u>Insurance Type</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
<u>General Liability</u>		
Bodily Injury & Property Damage Combined Single Limit	\$1,000,000	\$3,000,000
<u>Automobile Liability</u>		
Bodily Injury & Property Damage Combined Single Limit	\$1,000,000	
<u>Owners Protective Liability or Project Specific Aggregate</u>		
Bodily Injury & Property Damage Combined Single Limit	\$1,000,000	\$3,000,000
<u>Excess Liability</u>	\$5,000,000	\$10,000,000

The City of Burlington must be named as an additional named insured on the Contractor's insurance policy.

The following statement must be on the certificate of insurance: a blanket waiver of subrogation shall apply in favor of the City of Burlington and all additional insured's as required by contract.

Workers' Compensation Coverage

Full and complete Worker's Compensation Coverage, as required by the State of North Carolina, shall be required.

4.6 Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

4.7 Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

4.8 Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

4.9 Advertising

The Contractor shall not use the existence of this Contract, or the name of the City of Burlington, as part of any advertising without the prior written approval of the City.

4.10 Cancellation

The City may terminate this Contract at any time by providing sixty (60) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

4.11 Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

4.12 Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract, and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

4.13 Audit

The City of Burlington Finance Department may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

In the event of such an audit, Contractor agrees that the City, or its designated representative, shall have the right to review and to copy any work, materials, payrolls, records, data, supporting documentation, or any other sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document.

The Contractor agrees that the City, or its designated representative, shall have access to Contractor personnel pertaining to the performance of this contract, including but not limited to financial, performance, operations and compliance records. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

Further, Contractor agrees to include a similar right to the City to audit and interview staff in any subcontract related to performance of this contract. Contractor shall require all payees to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor will ensure that all payees have the same right to audit provisions contained in this Contract.

The City agrees to provide Contractor with an opportunity to discuss and respond to any findings before a final audit report is issued.

City's rights under this provision shall survive the termination of this agreement. The City may conduct an audit up to three years after this agreement terminates.

4.14 E - Verify

Contractor shall comply with E-Verify, 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 and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

4.15 Map of Burlington MSD



Map of Burlington Downtown MSD (Shaded Green is the Historic District)

4.16 Links to Comprehensive Plan and Downtown Master Plan

Burlington Comprehensive Plan (aka Destination Burlington) can be found at:

<http://www.ci.burlington.nc.us/DocumentCenter/View/7212>

City of Burlington Downtown Master Plan can be found at:

<http://www.ci.burlington.nc.us/DocumentCenter/View/6498>

REFERENCE SHEET

1. Contact Name: _____

Contact phone number: _____

Business name: _____

2. Contact Name: _____

Contact phone number: _____

Business name: _____

3. Contact Name: _____

Contact phone number: _____

Business name: _____

4. Contact Name: _____

Contact phone number: _____

Business name: _____

5. Contact Name: _____

Contact phone number: _____

Business name: _____

6. Contact Name: _____

Contact phone number: _____

Business name: _____