



The City of Charlotte's Request for Proposal (RFP) #269-2024-129 for Heavy Truck Collision Repair Services has been posted to the City of Charlotte's Procurement Portal.

The City of Charlotte, through its procurement platform on Bonfire, is seeking a qualified provider of Heavy Truck Collision Repair Services to work in conjunction with Fleet Management. The Company shall perform collision repair services on a variety of fleet heavy truck equipment owned, operated, or maintained by the City.

You can find detailed information about the RFP and submit your proposal through Bonfire at the following link: <https://charlottenc.bonfirehub.com/opportunities/141957>. Alternatively, you may submit your proposal via email to [Christina.hollonquest@charlottenc.gov](mailto:Christina.hollonquest@charlottenc.gov).

Proposals must be submitted no later than **July 2nd, 2024, by 5:00 pm EST**. Please note that all proposals will be sealed until the due date, and any inquiries or questions regarding the RFP should be directed to Christina Hollonquest at [Christina.hollonquest@charlottenc.gov](mailto:Christina.hollonquest@charlottenc.gov) by **June 25, 2024 5:00 pm EST**.

If you plan to submit a Proposal, you must submit all of the following required documents and provide responses to all questionnaire questions provided in the attached packet below:

- ☐ Cover letter;
- ☐ Proposed Solution;
- ☐ Bid Table (Pricing Response);
- ☐ Required Forms;
  - o the "Proposal Submission" Form;
  - o the "References" Form;
  - o the "CBI FORM 3 Subcontractor Supplier Utilization Commitment";
  - o the "Certification Regarding Debarment, Suspension and Other Responsibility Matters" Form;
  - o the "Byrd Anti-Lobbying Certification" Form;
  - o the "Company's Background Response" Questionnaire; and
  - o the "Additional Questions" and
- ☐ Exceptions to the Remainder of the RFP, including the Sample Contract

Thank you in advance for your interest in doing business with the City of Charlotte.

Should you have any further questions or require clarification on any aspect of the RFP, please do not hesitate to contact me directly.

Christina Hollonquest  
Sr. Procurement Agent

# **REQUEST FOR PROPOSALS**

## **HEAVY TRUCK COLLISION & REPAIR SERVICE**

**RFP # 269-2024-129**



**CITY OF CHARLOTTE  
NORTH CAROLINA**

**JUNE 12, 2024**

**REQUEST FOR PROPOSALS**  
**RFP # 269-2024-129**  
**Heavy Truck Collision & Repair Service**

June 12, 2024

Interested Company:

The City of Charlotte, North Carolina, is now accepting Proposals for Heavy Truck Collision & Repair Service . The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

The City of Charlotte is using the Bonfire e-Procurement Portal ("Procurement Portal" - <https://charlottenc.bonfirehub.com>) to accept and evaluate proposals for this RFP. Proposals must be submitted electronically through the Procurement Portal or via email to [Chrstina.Hollonquest@charlottenc.gov](mailto:Chrstina.Hollonquest@charlottenc.gov) on or before **July 2, 2024** in order to be accepted.

If submitting via email, Please ensure the the electronic copy is saved in a searchable format such as MS Word or Adobe Acrobat.

The City is an equal opportunity purchaser.

Sincerely,

Christina Hollonquest  
Sr. Procurement Agent

**Checklist for submitting a Proposal:**

- Step 1**      **Read the document fully.**
- Step 2**      Review the solicitation timeline and upcoming events in the Procurement Portal and download copies of any documents if you plan to submit a Proposal.
- Step 3**      (Optional) Submit any questions via the Procurement Portal by the deadline(s) noted for the solicitation.
- Step 4**      Conduct a thorough review of the Sample Contract. Any exceptions to the Sample Contract must be uploaded in word format (with redlines/tracked changes)
- Step 5**      Monitor the Procurement Portal for any addendums and/or responses to questions.

**If you plan to submit a Proposal, you must submit all required documents and respond to all questions within the Procurement Portal for the RFP.**

**Submission Checklist (Details for each required item are available in Section 4):**

- ☐ Cover letter;
- ☐ Proposed Solution;
- ☐ Bid Table (Pricing Response);
- ☐ Required Forms;
  - o The "Proposal Submission" Form;
  - o The "References" Form;
  - o The "CBI FORM 3 Subcontractor Supplier Utilization Commitment";
  - o The "Certification Regarding Debarment, Suspension and Other Responsibility Matters" Form;
  - o The "Byrd Anti-Lobbying Certification" Form;
  - o The "Company's Background Response" Questionnaire; and
  - o The "Additional Questions" and
- ☐ Exceptions to the Remainder of the RFP, including the Sample Contract.

If awarded a contract, your company will be required to provide an insurance certificate(s) that meets or exceeds the requirements set forth in the Sample Contract.

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**1. INTRODUCTION.**

**1.1. Objective.**

The objective of this RFP is to solicit Proposals that will enable the City to determine which Company and Proposed Solution will best meet the City's needs for the Services detailed in the Scope of Work.

The City of Charlotte is looking for qualified Service Providers to work in conjunction with Fleet Management to perform complete turnkey collision repairs and related services (excluding any City applied graphics), on the City's various makes and models of heavy trucks

**1.2. Definitions.**

As used in this RFP, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs services.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>Charlotte Business INclusion/CBI:</i>	Refers to the Charlotte Business INclusion office of the City of Charlotte.
<i>Charlotte Business INclusion Policy/CBI Policy:</i>	Refers to the policy adopted by City Council, which seeks to enhance competition in contracting and procurement opportunities for MWSBEs located in the Charlotte Combined Statistical Area.
<i>Charlotte Combined Statistical Area:</i>	Refers to the area consisting of the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union, and the South Carolina counties of Chester, Lancaster, and York; a criterion used by Charlotte Business INclusion to determine eligibility to participate in the program.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>City Project Manager:</i>	Refers to a specified City employee representing the City's best interests in this Project.
<i>Company:</i>	During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the City to provide the Services.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Project.
<i>Contract:</i>	Refers to a written agreement executed by the City and the Company for all or part of the Services.
<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.

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<i>Department:</i>	Refers to a department within the City of Charlotte.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Evaluation Committee:</i>	Refers to a City-appointed committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the City.
<i>Minority-owned Business Enterprise/ MBE:</i>	Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one (1) or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (iii) has significant business presence in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs, and WBEs, collectively.
<i>MWSBE Goal:</i>	If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one (1) combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one (1) combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.
<i>Project:</i>	Refers to the City's need for a company to provide Heavy Truck Collision & Repair Service for the City.
<i>Project Plan:</i>	Refers to the detailed plan for delivery of the Services as described in Section 3, in the form accepted in writing by the City in accordance with the terms of this RFP and resultant Contract.
<i>Proposal:</i>	Refers to the proposal submitted by a Company for the Services as outlined in this RFP.
<i>Recyclability:</i>	Refers to products or materials that can be collected, separated, or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.



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<i>Recycled Material:</i>	Refers to material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
<i>Services:</i>	Refers to the Heavy Truck Collision & Repair Service as requested in this RFP.
<i>Small Business Enterprise/SBE:</i>	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
<i>Subcontracting Goal:</i>	Refers to a SBE, MBE, WBE, and/or MWSBE Goal established by the City for an RFP and resulting Contract.
<i>Trade Secrets:</i>	Information of the City or any of its suppliers, contractors or licensors that: (i) derives value from being secret; and (ii) the owner has taken reasonable steps to keep confidential. See N.C. Gen. Stat. § 66-152 et seq. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
<i>Woman-owned Business Enterprise/WBE:</i>	Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one or more persons who are female; and (iii) has significant business presence in the Charlotte Combined Statistical Area.
<i>Work Product:</i>	Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

### 1.3. Accuracy of RFP and Related Documents.

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

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**Introduction and General Information**

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for submitting them per Section 2.2.

**1.4. City's Rights and Options.**

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

- 1.4.1. To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, at any time;
- 1.4.2. To cancel this RFP with or without the substitution of another RFP;
- 1.4.3. To require one or more Companies to supplement, clarify or provide additional information in order for the City to evaluate the Proposals submitted
- 1.4.4. To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 1.4.5. To waive any defect or irregularity in any Proposal received;
- 1.4.6. To reject any or all Proposals;
- 1.4.7. To share the Proposals with City employees other than the Evaluation Committee or City advisory committees as deemed necessary;
- 1.4.8. To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;
- 1.4.9. To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms;
- 1.4.10. To terminate discussions and negotiations with any Company at any time and for any reason;
- 1.4.11. To issue additional requests for information; and
- 1.4.12. To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interest of the City.

**1.5. Expense of Submittal Preparation.**

The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

**1.6. Proposal Conditions.**

- 1.6.1. The following terms are applicable to this RFP and the Company's Proposal Not An Offer. This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

## Section 1

### Introduction and General Information

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1.6.2. Right to Terminate Discussions.

The Company's participation in this process might result in the City selecting the Company to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the City to execute a Contract or to continue discussions. The City can terminate discussions at any time and for any reason.

1.6.3. Trade Secrets and Personal Identification Information.

Definition.

Upon receipt by the City, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secrets") or (2) "personally identifiable information" protected by state or federal law, to include, but not be limited to, Social Security numbers, bank account numbers, and driver's license numbers ("Personally Identifiable Information" or "PII").

Instructions for Marking and Identifying Trade Secrets.

If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified by clearly separating them from the rest of the Proposal and marked either "Personally Identifiable Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." This confidentiality caption must appear on each page of the Trade Secret or PII materials, and the document(s) must be submitted separately in the Procurement Portal.

Availability of Proposals to City Staff and Contractors.

By submitting a Proposal, each Company agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

Availability of Proposals via Public Records Requests.

Any person or entity (including competitors) may request Proposals submitted in response to an RFP. Only those portions of RFPs properly designated as Trade Secret or PII are not subject to disclosure. The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152, et seq.

When determining whether to mark materials as Trade Secret, please note the following:

- Entire Proposals may not be marked as Trade Secret
- Pricing may not be marked as Trade Secret

The City may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret or PII. Each Company agrees to indemnify, defend, and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as a Trade Secret or PII. This includes an obligation on the part of the Company to defend any litigation brought by a party that has requested Proposals or other information that the Company has marked Trade Secret or PII.

1.6.4. Statutory Requirements.

Any Contract awarded as a result of this RFP shall be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.

## Introduction and General Information

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- 1.6.5. Reservation of Right to Change Schedule.  
The City shall ultimately determine the timing and sequence of events resulting from this RFP. The City reserves the right to delay the closing date and time for any phase if City staff believe that an extension will be in the best interest of the City.
- 1.6.6. Reservation of Right to Amend RFP.  
The City reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of the City. Any addenda will be posted to [the Procurement Portal](#). Companies are required to acknowledge receipt of each addendum.
- 1.6.7. No Collusion or Conflict of Interest.  
By responding to this RFP, the Company shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Company submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.
- 1.6.8. Proposal Terms Firm and Irreversible.  
The signed Proposal shall be considered a firm offer on the part of the Company. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Company chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election. Any false or misleading statements found in the Proposal or Contract exceptions not included in the Proposal may be grounds for disqualification.
- 1.6.9. Charlotte Business INclusion Program.  
Pursuant to Charlotte City Council's adoption of the Charlotte Business INclusion (CBI) Policy, the CBI program seeks to enhance competition and participation of Minority-owned, Women-owned, and Small Business Enterprises (MWSBEs) in City contracting. To accomplish this, the City has examined its procurements and set specific MWSBE participation goals on a contract-by-contract basis. In addition, CBI makes a concerted effort to expand its certified MWSBE vendor pool and assist city-certified firms in growing, enhancing, and developing their businesses. CBI currently offers numerous development programs that support certified businesses in organizational training, strategic development, and networking opportunities.
- The CBI Policy and CBI Manual are posted online here: [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com)
- To determine whether disparities exist in City contracting based on race, gender or other factors, and also to measure the effectiveness of the City's Charlotte Business INclusion ("CBI") Program, the City tracks the utilization of subconsultants and suppliers on certain City contracts based on race, gender, small business status, and other factors. For analysis purposes, it is important that the City obtain this data not only for minority-owned, women-owned, and small business suppliers and subconsultants, but also for other subconsultants and suppliers. As a condition for receiving payments under this Contract, the Proposer agrees to submit any payment record into InclusionCLT, or any subsequent system designated by the City, detailing the amounts paid by the Consultant to all subconsultants and suppliers receiving payment in connection with this Contract.
- The City intends to negotiate an M/W/SBE goal with the selected Company. The City would like the Company to submit the firms it intends to utilize to meet this goal. Therefore, the Company is required to submit Form 3 attached herein. **Failure to submit this form with the Proposal shall render the Proposal non-responsive.**

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City certified MWSBE firms can be found in the City's InclusionCLT system:  
<https://charlotte.diversitycompliance.com/>

- 1.6.10. Subcontracting.  
The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors. Additionally, the City must be named as a third-party beneficiary in all subcontracts.
- 1.6.11. Equal Opportunity.  
The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.
- 1.6.12. Title VI Solicitation Notice: Note: Unless otherwise stated herein, this section is only applicable to purchases made by or on behalf of the Aviation Department. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.
- 1.6.13. Use of City's Name.  
No advertising, sales promotion, or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.
- 1.6.14. Withdrawal for Modification of Proposals.  
Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date by editing or removing their submission on the Procurement Portal.
- 1.6.15. No Bribery.  
In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.
- 1.6.16. Exceptions to the RFP.  
Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language. An "exception" is defined as the Company's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including in the Sample Contract. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company's solution, must be described in detail.

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Exceptions must be submitted under the Acknowledgement section in the Procurement Portal. If exceptions are not identified in your Proposal, they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample Contract prior to signature, reviews must be completed before your Proposal is submitted. The City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company's Proposal and be grounds for revoking the award.

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in the Sample Services Contract. The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City's evaluation criteria.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City's best interest to do so.

### 1.6.17. Fair Trade Certifications.

By submitting a Proposal, the Company certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and
- No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

### 1.6.18. Companies' Obligation to Fully Inform Themselves.

Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting a Proposal. Failure to do so will be at the Company's own risk.

### 1.6.19. Environmentally Preferable Purchasing.

The City promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring products or services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

Recycled content	Recyclability
Reduced Packaging	Biodegradability
Compostability	Durability
Reduced toxicity	Take-back options
Energy Efficiency	Water efficiency
Life Cycle Management	Pollution Prevention
Low volatile organic compounds	End-of-life management

Companies able to supply products or services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in the Proposal using the provided Questionnaire in the Procurement Portal. Companies must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data or a formal statement signed by a senior company official.

**Introduction and General Information**

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1.6.20. Disclaimer

Each Company must perform its own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City.

**2. PROCUREMENT PROCESS.**

This Section 2 contains information about the procurement process for this Project.

**2.1. Schedule and Process.**

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
June 12, 2024	<i>Issuance of RFP.</i> The City issues this RFP.
June 25, 2024	<i>Submission of Questions .</i> Questions are due by 5:00 p.m.
July 2, 2024	<i>Proposal Submission.</i> Proposals are due by 5:00 p.m. via the Procurement Portal.
July 3, 2024 – July 12, 2024	<i>Site Visits to be schedule with vendor that have submitted proposals.</i>
July 18, 2024	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
August 26, 2024	<i>Contract Award by Council</i>
Sept. 9, 2024	<i>Services Commence.</i> Company begins providing the Services.

**2.2. Interpretations and Addenda.**

To ask questions about this RFP submit a question through the **Vendor Discussion** section on the Procurement Portal. Other than this permitted methods, Companies should refrain from contacting City staff prior to the Proposal due date. **The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement Officer.**

When responding to Company questions or issuing addenda to the RFP, the City will post the answer or information to the Procurement Portal.

**2.3. Submission of Proposals.**

Proposals must be in the format specified in Section 4 of this RFP by **July 2, 2024 on or before but no later than 5:00 p.m.**

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved.

**2.4. Correction of Errors.**

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

**2.5. Evaluation.**

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Companies. Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion require one (1) or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address



comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

**2.6. Contract Award by Council.**

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Council for final approval of award and the Procurement Officer will provide Contract documents to the Company. In the event the Council approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Company may request that it be released from the Proposal.

**2.7. Vendor Inclusion.**

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Companies must register with the City's vendor registration system.

Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

<http://charlottenc.gov/vendors>

**3. SCOPE OF SERVICES.**

This Section 3 contains detailed scope of services information.

**3.1. General Scope.**

The City of Charlotte is looking for qualified Service Providers to work in conjunction with Fleet Management to perform complete turnkey collision repairs and related services (excluding any City applied graphics), on the City's various makes and models of heavy trucks. Service Providers shall pick-up and deliver vehicles, as well as perform all collision repairs at their facilities. Collision repairs may include, but are not restricted to, frame, cooling systems and lines, frame, engine components, transmission, steering, cooling systems, and related parts repairs or replacement. Services shall adhere to any related OEM requirements and/or recommendations.

City and County heavy trucks include but are not restricted to, automated side-loader refuse trucks, rearloader refuse trucks, dump trucks, aerial boom trucks, combination sewer trucks, pothole patching trucks, catch-basin cleaning trucks, and street sweepers, all of various makes and models. As makes, models, and quantities are subject to change, the Service Provider is required to maintain facilities, inventory, training, and related equipment necessary to accommodate a variety of vehicles.

Service Provider shall make all reasonable efforts to recycle metal and other materials from reconditioned vehicles.

**3.2. Service Level Expectations.**

The City expects to be given top priority for all requests for Services by the Company without regard to delays by manufacturer, engineering changes, parts shortages, including but not limited to part shortages, discontinued parts or part numbers, and superseded numbers. Notification of all delays beyond the control of the Company must be communicated with Fleet Management via email and phone during the same business day with an estimated time of resolution.

The Services shall be delivered in the quantities and intervals as requested by the City. The Company shall analyze the City's repair patterns and maintain an adequate supply of qualified personnel and required materials and supplies, and specified inventory to meet the City's needs, and to avoid delays and back orders. Any industry related or manufacturer changes must be communicated in writing immediately to Fleet Management.

The Services will be based on the most up to date standards of just in time inventory principles and service requirements. If, for reasons beyond the control of the Company, there is an industry-wide parts, supplies, materials, or fuel shortage that results in a non-delivery of service or stock-out situation, the Company shall immediately notify the City and include an estimated time of resolution.

**3.2.1. Service Orders.**

Fleet Management will submit Service Orders to the Company as needed on the Vehicles requiring Services. Expectations on the life cycle of the Service Order are as follows:

- 3.2.1.1. The city will request a price quotation for services to be performed.
- 3.2.1.2. The City will review and accept pricing quotation and create a purchase order (PO).
- 3.2.1.3. The Service Order number, PO number, and authorization to repair will be communicated to the Company (no Services should begin or to be performed without this information).
- 3.2.1.4. The Company shall acknowledge receipt of the Service Order within one (1) business day.
- 3.2.1.5. The Services are completed including quality checks within (5) five business days.
- 3.2.1.6. If any delays in completion of Services are identified by the Company, the Company shall notify the City of the new completion date within one (1) business day prior to original completion date.

3.2.1.7. Once complete, the City will provide a notice of acceptance of finished repair work by the City within one (1) business day.

**3.2.2. Acceptance of Services.**

Within a reasonable time after a particular Service Order has been completed, the Company shall provide the finished repair work to the City's point of contact for review, at which time the City Project Manager will accept the Service Order as complete or indicate deficiencies. If deficiencies are noted, the Company shall complete all necessary repairs and present the completed Service Order to the City for final approval.

Upon receipt of the corrected Service, the above-described acceptance procedure shall recommence. The City shall not be obligated to allow the Company to recommence additional repairs with respect to any deficiency previously identified and submitted to the City for acceptance (and shall be entitled to terminate the Contract for default if the Company does not meet these required acceptance processes).

**3.2.3. Staffing Limitations.**

Illness, staffing shortages, inability to contact qualified operators or technicians, and out of service or obsolete, and/or inadequate tools and equipment will not be accepted as justification for the Company's inability to meet specified response times, delivery of poor quality Services, inefficiencies, or damage to City equipment.

**3.2.4. Special Circumstances, After Hours Needs, and Inclement Weather.**

Special circumstances that are beyond the control of the City or Company may require the Company to make immediate deliveries of services that may not be during regular business hours or days which includes, but not limited to, road call services or parts deliveries. The Company shall provide flexibility in performance of the Services.

The Company shall acknowledge that Service Orders can occur any day of the week and at any time, day or night. The Company is required to have twenty-four (24) hour a day, seven (7) day a week phone access and response personnel to answer calls for Service by the City on an exception or emergency basis. The City expects the Company to be flexible in delivery of Services in regards to both timing and location of service.

**3.2.5. Road Call Services.**

The Company shall provide 24 hour on-call road side services under special circumstances, including all holidays. These services are required to be staffed with a minimum of one Freightliner, Sterling, and Western Star certified technician. The Company shall ensure an adequate number of qualified drivers/technicians are immediately available at any given time to meet standard response times. Staffing limitations shall apply to this section. Road call services may be required at locations within the Standard Service Order Distance. The Company shall ensure that the vehicle being driven in response to this service is clearly marked with the Company's name.

The City has existing towing contracts. Any circumstance or service that requires these services shall be coordinated, tracked, documented, and approved through Fleet Management before requesting services from other third party companies.

**3.2.6. Vehicle Collision and Body Repair.**

The City may request that vendors provide complete turnkey collision repairs and related services (excluding any City applied graphics). In these circumstances, Service Providers shall pick-up and deliver vehicles, as well as perform all collision repairs at their facilities. Collision repairs may include, but are not restricted to, frame, cooling systems and lines, frame, engine components, transmission, steering, cooling systems, and related parts repairs or replacement. Services shall adhere to any related OEM requirements and/or recommendations.

**3.2.7. Special Storage and Secure Locations.**

If requested by the City Fleet Management or other Division/Department of the City, the service provider may be required to store a vehicle indoors in a secure location for a predetermined period of time before beginning repairs. These situations will be addressed on a case by case basis with authorized City personnel and will be on an exception basis. The City shall approve these temporary storage locations and any related charges if applicable. All City vehicle assets must be stored in a completely secure location including building, grounds, outdoor storage lots, and any related structures.

**3.2.8. Service Performance Location.**

The City will primarily pickup and deliver Vehicles to and from the Company. However, the Company may be required to deliver and pickup Vehicles to and from the City and perform Services at the Company's facility when mutually agreed upon by the Company and City. The Company's service and repair facilities must be within a 20 mile radius of 829 Louise Ave, Charlotte, NC 28205. All Services will be scheduled, requested, and coordinated by Fleet Management. At the request of the City, the Company may be required to perform Services at certain City locations or pick up or deliver Vehicles or parts as follows:

Shop	Street Address
General Commerce Drive Facility	5801 Genneral Commerce Drive
Louise Avenue Facility	829 Louise Avenue
Sweden Road Facility	4600 Sweden Road
Atando Ave. Facility	1031 Atando Ave
Wilkinson Blvd. Facility	5550 Wilkinson Blvd
12th St. facility	900 W. 12th St.

The following represent defined hours of operation of the City and are thus required by the Company:

Fleet Management Facility Hours of Operation			
Standard	6:00am	to	10:30pm
	Monday - Friday		
After hours	10:31pm	to	5:59am
	Monday - Friday		

The Service Provider must provide the City a single point of contact (account manager) available by cell phone at all times for information and resolution of any issues, delivery dates, or problems.

The City requires the Service Provider(s) to furnish complete turn-key services. Complete collision repairs must be completed to the satisfaction of the City appointed Fleet Management personnel. If the Service Provider does not have resources to complete "turn-key" operations at their physical location, the Service Provider shall be required to list any operations that are sent out to a separate facility and the company located at this facility on Pricing Worksheet, Required Form 4, Section 4.

The Service Provider shall verify the condition of any parts possibly damaged in collisions such as hoses, wheel components, steering system components, related engine components, and wiring.

When tire and/or wheel replacement is warranted, the Service Provider shall be responsible for contacting proper Fleet Management personnel to consult and coordinate tire replacement. Tire replacements (New Tires) are to be supplied by the City's Fleet Management. The Service Provider shall be responsible for contacting Fleet Management

and shall match exact brands and part numbers that were on the vehicle when the Service provider took possession for repairs. Any questions on tires, tire wear, and tire matching should be approved by Fleet Management.

The Service Provider shall document and verify all hidden damage. Hidden damage shall be communicated in writing via email to the appropriate City personnel immediately. Hidden damage repairs must have City approval before work commences. Full descriptions and pictures may be requested for evidence of hidden damage. Completed vehicle delivery dates to the City must be communicated in writing via email.

NOTE: If for any reason, the original completion date changes, the Service Provider must contact the Fleet Management project manager no later than 48 hours prior to the original written completion date to provide an updated project completion date

**3.3. Site Visits.**

Fleet Management reserves the right to inspect the equipment or facilities of the Company prior to Contract award or during the term of the Contract while Services are being performed on Vehicles to confirm that all equipment or Vehicles are being maintained and serviced in accordance with this scope of Services. Such inspections shall be conducted during normal business hours with notice given to Company prior to the City arriving at the Company's facility(s).

**3.4. Pre-Trip Inspection and Discovery.**

The Company is required, before any equipment is transported by any means, to perform equipment audit walk around to examine basic function and appearance of the equipment. Any issues or discrepancies must be reported to Fleet Management authorized personnel immediately and prior to pick up.

Work discovered during the customary PM operations or repairs must be communicated immediately via email to Fleet Management authorized personnel. The Company shall not commence work on any discovery work until reviewed and approved in writing by Fleet Management authorized personnel.

**3.5. Company Personnel Requirements and Licensing.**

The Company shall ensure that all employees who come into direct contact with City employees or performing Services on City property shall be clearly identifiable by, but not limited to, individual uniforms with Company logo, name badges, name tags, or identification cards. This is a requirement with no exceptions. All Company vehicles must be clearly marked with the Company name and phone number.

Additionally, Company personnel responding to Service Orders shall:

- Meet all DMV and DOT requirements;
- Be at least eighteen (18) years of age;
- Be able to communicate effectively in English;
- Not be under the influence of drugs or alcohol;
- Possess an appropriate current driver's license for the Vehicle they are operating, as required by North Carolina General Statutes;
- Have adequate training to safely perform the services required;
- Have a current, valid North Carolina Motor Vehicle Operator Permit for type/class of Vehicle they are operating; and
- For any manufacturer specific warranty, maintenance, repairs, and other directly related Services, Company shall possess any related qualifications related to said manufacturer.

It is highly recommended that anyone installing products and completing Services on City Vehicles possess the professional training needed to perform the Services. For any manufacturer specific warranty, maintenance, repairs, and other directly related Services, Company shall possess any

related qualifications related to Chevrolet, Ford, and Dodge vehicles. All work must be performed according to the standards established by the manufacturer and meet manufacturer's specifications and industry standards. Any condition that may affect performance or safety in any manner discovered during the performance of services is required to be reported via email to Fleet Management immediately.

All permits must be displayed upon request of any City official while any Company employee is working on the City's Vehicles.

The Company shall assure that its employees serve the City in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the sole responsibility of the Company.

In the event a report is received alleging an employee(s) of the Company was discourteous, belligerent, and profane or in any way intimidating, either physically or verbally, the Company shall submit a written report to the City point of contact outlining the complete details of the incident. Said report shall include the nature of the incident, time, date and location, and name, address and telephone number of the person alleging the violation. The report shall also include the name and title of the employee and what disciplinary action, if any, was taken.

**3.6. Authorized Manufacturer Repair Facility.**

The Company shall have immediate and unlimited access to OEM parts and manufacturer service related information. Only OEM parts are to be used on City Vehicles. The Company shall be a factory authorized repair operator for the brands, makes, and models they are requested by the City to repair.

New parts installed by the Company must carry the manufacturer new product warranty. The warranty period shall begin upon the part installation date for the City. This includes manufacturer authorized warranty, replacement, re-call, performance, safety information, technical service bulletins, and representation that are applicable. Any product(s) supplied to the City that involve product warranty, re-call, and related circumstances shall be addressed and resolved immediately. It shall be the sole responsibility of the Company to notify the Fleet Management immediately of any of these conditions or situations regarding the parts the Company supplies to the City.

**3.7. City Property Core Credits.**

The City expects that any equipment repair or replacement component part obtained from a City Vehicle with a core value be credited at current fair market value on the corresponding service invoice for that individual part.

**3.8. Guarantees, Specifications, and Warranties.**

Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Services. If, within the warranty or guarantee period, any defects occur due to faulty material and/or Services, the Company at their expense shall repair or adjust the condition, or replace the materials and/or services to the complete satisfaction of the City. These repairs, replacements, or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

It is the consideration and decision of the City only as to whether the quality and warranties are fair and adequate to meet or exceed the requirements of Fleet Management. Parts installed will carry the normal parts manufacturers' warranty. The Company shall pay all shipping and crating costs associated with warranty repairs.

The equipment warranty and service repair warranty will become effective on the date of installation of the equipment by the Company.

The Company unconditionally guarantees the Services. If, within the guarantee period any defects occur due to faulty Services, Company, at their expense, shall repair or adjust the condition, or replace the Services to the satisfaction of the City.

The Company shall handle all claims on manufacturer warranties regarding parts defects and resolve all matters either by repairing or replacing parts and related equipment at the City's discretion. All claims must be in writing and the Company shall provide a time line detailing anticipated resolution of such claim. The City shall make the determination if parts caused such damage. The Company will in its discretion expedite all claims and keep the City notified of the status of such claim. If no resolution time is established within a certain period of time at the City's sole discretion, the Company will pay to the City the actual costs (including labor, taxes, parts, and other costs) associated with repairing the damaged equipment.

**3.9. Parts and Services Classification.**

The Company shall use only new OEM parts on all equipment and related components in vehicle braking, steering, and suspension systems. The parts supplied are required to be the most recent and updated components available through the manufacturer. Any use of non-OEM parts in these systems must be approved in writing by Fleet Management authorized personnel and shall not jeopardize equipment or product warranty in any manner. Aftermarket parts are acceptable in other equipment systems, although Fleet Management reserves the right to require OEM parts on other equipment systems as in addition to those listed above. All parts installed by the Company must carry the manufacturer new product warranty. The warranty period shall begin upon the part installation date for the City. This includes manufacturer authorized warranty, replacement, re-call, performance, safety information, technical service bulletins, and any representations that are applicable. Any product(s) supplied to the City that involve product warranty, re-call, and related circumstances shall be addressed and resolved immediately. It shall be the sole responsibility of the Company to notify the Fleet Management immediately of any of these conditions or situations regarding the parts and service the Company supplies to the City.

The Services shall be rated and classified for each category and application they are to be used for. All required repair Services provided are to be industry and/or manufacturer approved, tested, and certified for reliability and extreme duty service. No replacements or exceptions shall be considered. Any parts, repair techniques, or methods must be new and in full conformance to industry standards and any OEM or manufacturer recommendations or requirements.

If any rebuilt or reconditioned parts from the Company fail prior to warranty expiration after being installed back on City equipment, the Company must respond immediately to the related Fleet Management Shop for component evaluation and disposition.

**3.10. Safety.**

Any and all by-products, environmental hazards, spills, service related supplies, and materials used in the performance of the Services, and any related work area, must be cleaned and properly disposed of in accordance with all EPA, OSHA, local laws and ordinances, and any related environmental agencies regulations. Any spill or contamination of any size or area on City property must be reported to Fleet Management immediately. The spill or contamination remediation conditions will be the sole responsibility of the Company and/or its vendors. The Company shall meet or exceed all industry standard best practices for safety and quality. This includes any laws, OSHA requirements, or related practices for roadside service. All OSHA requirements, laws, industry standards, safety practices, and code conformance shall be the sole responsibility of the Company.

**3.11. Pollution Prevention.**

The Company shall include their policy on source reduction. The Pollution Prevention Act defines source reduction to mean any practice that: (1) Reduces the amount of any hazardous substance, pollutant or contaminants entering any waste stream or otherwise released into the environment (including fugitive emissions) prior to recycling, treatment or disposal, and (2) Reduces the hazards to

public health and the environment associated with the release of such substances, pollutants or contaminants. The term includes: equipment or technology modifications, process or procedure modifications, reformulation or redesign of products, substitution of raw materials, and improvement in housekeeping, maintenance, training or inventory control.

In disposing of any metals, associated fluids, and related metal components obtained from the City, the Company shall fully comply with all federal, state and local laws, rules, regulations and ordinances applicable to the disposal of metals. Such laws include but are not limited to N.C. Gen. Stat. 130A-309.70 and 190A-309.71. The City shall not be held liable for illegal or improper handling of any materials or by-products not in the possession of the City in the course of the Service.

**3.12. Reporting Requirements.**

The Company shall prepare and submit to the City written reports upon request. The reports shall clearly identify all items purchased, Services performed, manufacturer's name and part/product number (if applicable), unit price, quantities and extended price for each item and/or Service.

**3.13. Compensation.**

**3.13.1. Total Fees and Charges.**

The City agrees to pay the Company on a time and materials basis. The City agrees to pay the Company for the Services at the hourly rates set forth in Exhibit A, which shall remain firm for the duration of the Contract.

**3.13.2. No Expenses Chargeable.**

The Company shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Contract.

**3.13.3. Employment Taxes and Employee Benefits.**

The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.

**3.14. Invoices.**

Invoices detailing inclusive pricing (labor, parts, fees, shipping/handling) shall be provided to each Fleet Management facility location upon delivery of each Vehicle. All invoices and credits should also be sent to [cocap@charlottenc.gov](mailto:cocap@charlottenc.gov) in a separate file and each file should be named differently.

Invoices shall be detailed indicating the following:

Header:

- Invoice numbers (shall be sequential and shall not be duplicated during the Contract)
- Invoice date
- Name of Fleet Management Shop requesting service
- City's purchase order number
- City Contract number
- Company's payment remit to address
- City's asset unit number

Detail:

- Quantity (labor hours and detailed work performed)
- Any parts used during the action of servicing the vehicle
- Fleet Management Service Order number
- Parts and/or labor rate amount and extended amount per row



- Service request date
- Service call location
- Service call delivery location
- Any damage to or on the Vehicle (if applicable)
- Signature of City employee at the Fleet Management Shop where the Vehicle or part is returned (must be legible)

After hours, invoices must be left in the drop box at the shop location with a description of the problem (if known). The only exception to this process will be onsite Services provided after scheduled work hours. The Company will drop off Vehicles and keys in a designated area to be determined by Fleet Management. Any additional contact information detail will be provided by the City. All credit statements and refund transactions must be processed within five (5) business days. Credit statements should include original statement invoice number as a reference.

**3.15. Due Date of Invoices.**

Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.

**3.16. Pre-Contract Costs.**

The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date of this Contract.

**3.17. Audit.**

During the term of this Contract and for a period of one (1) year after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

**4. PROPOSAL CONTENT AND FORMAT.**

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Company's preference, the City requires strict adherence to the format. All Forms and Questionnaires shall be found and submitted in the City's Procurement Portal. The Proposal shall be submitted in the format described below:

- A. Cover Letter;
- B. Proposed Solution;
- C. Bid Table (Pricing Response);
- D. Required Forms;
  - The "Proposal Submission" Form;
  - The "References" Form;
  - The "CBI FORM 3 Subcontractor Supplier Utilization Commitment";
  - The "Certification Regarding Debarment" Form;
  - The "Byrd Anti-Lobbying Certification" Form;
  - The "Company's Background Response" Questionnaire;
  - The "Additional Questions" and
- E. Exceptions to the Remainder of the RFP, including the Sample Contract Proposal Content.

**4.1. Proposal Content.**

**4.1.1. Cover Letter.**

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers of the Company along with the name, title, address, email address, and telephone numbers of the executive that has the authority to contract with the City. The cover letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services.

**4.1.2. Proposed Solution.**

Given the purpose of this Project and the City's goals as stated in this RFP, provide a creative solution to meet such goals. **For each component of the Project described in Section 3, state whether and how your Proposed Solution complies as well as any additional information requested.** If you wish to add supplemental information, it shall be labeled "Supplemental Information."

**4.1.3. Required Forms.**

To be deemed responsive to this RFP, Companies must complete all Proposal Forms listed in the Requested Information section on the Procurement Portal

**4.1.4. Acknowledgements.**

To be deemed responsive to this RFP, Companies must complete all Acknowledgements listed in the Requested Information section on the Procurement Portal.

**4.1.5. Exceptions to the RFP.**

Companies must review Section 1.6.16 for an overview of Exceptions to the RFP. If you elect to take Exceptions to the RFP, including the Sample Contract, then you must upload a redlined version under the Acknowledgement Section in the Procurement Portal. If exceptions are not identified by way of an uploaded redline version, then they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration

**5. PROPOSAL EVALUATION CRITERIA.**

Proposals will be evaluated based on the Company's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Company to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Company's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Services and requested herein. Failure of any Company to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the City based on, but not limited to, the criteria below. The City reserves the right to modify the evaluation criteria or waive portions thereof. Proposals will be evaluated on the following major categories:

- a. Qualifications, Experience, And Approach;
- b. Cost Effectiveness and Value;
- c. Site Visit;
- d. MWSBE Inclusion Efforts; and
- e. Acceptance of the Terms of the Contract

**5.1. Qualifications, Experience, and Approach.**

Companies will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the City's, and the feasibility of the Company's approach for the provision of the Services.

**5.2. Cost Effectiveness and Value.**

Under this criterion, Proposals will be compared in terms of the most reasonable and effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services and administration of the Contract.

**5.3. Site Visit.**

Proposers will host a site visit where the City will evaluate proposer's facility on the following criteria:

- Secure vehicle storage area
- Shop security system
- Parts storage capacity
- Shop size
- Overall condition of shop interior
- Overall building condition

**5.4. MWSBE Inclusion Efforts.**

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process. For the purposes of this RFP, the City will consider a Company's MWSBE certification and/or MWSBE subcontracting inclusion efforts. To count towards a Subcontracting Goal, MWSBE-certified Companies and/or their MWSBE subcontractors must meet the following certification criteria prior to Proposal submission:

- Be designated as a City-certified SBE; and/or
- Be designated as a City-registered MBE or WBE

MWSBE utilization is only one (1) criterion considered in the totality of all criteria listed in this Section 5.

**5.5. Acceptance of the Terms of the Contract.**

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided. Regardless of

## Section 5

### Proposal Evaluation Criteria

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exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 1.6.16 of this RFP.

## PRICE SCHEDULE

Vendor shall provide the Services detailed in this Contract at rates set forth below.

The Company shall indicate below their percentage off list price discount on all parts that are required to perform the Services.

Parts Discount	____%
----------------	-------

LIST IN-HOUSE WORKMANSHIP WARRANTY PERIOD	
Description	Warranty Period
Standard Workmanship Warranty	____ days
Other	____ days

PRICING FOR GENERAL VEHICLE COLLISION REPAIR SERVICES				
Description	Paint Labor Rate	Body Work Labor Rate	Mechanical Repair Labor Rate	Frame Repair Labor Rate
Medium Duty Truck	\$____/hour	\$____/hour	\$____/hour	\$____/hour
Heavy Duty Truck	\$____/hour	\$____/hour	\$____/hour	\$____/hour
Other (If applicable)	\$____/hour	\$____/hour	\$____/hour	\$____/hour

### Vehicle Pick-up Pricing:

Service Provider shall provide per-pickup rates (roll-back service) for immobile General Vehicles below:

Total Price Per immobile Heavy Truck Pickup : at City location	\$_____
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List The Service provider's average repair/replacement parts percentage mark-up:  
\_\_\_\_\_ %

### Optional Warranty Repair Services Pricing:

Service Providers shall indicate below any manufacturers that they are a certified and/or authorized center to perform warranty work and the applicable vehicle brands, component or system:

Manufacturer	Component or System

List any categories of work that the Service Provider sub-contracts out to other firms and list firms used

Categories	Sub-contract Company name
<i>Example:</i> painting	ABC Automotive Painting Charlotte, NC

\* Company will be closed on holidays for services. If services are performed on holidays, standard labor rates will apply.

## PROPOSAL SUBMISSION FORM

This Proposal is submitted by:

Company Legal Name: \_\_\_\_\_

Representative (printed): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: \_\_\_\_\_

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.
4. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the Proposal submitted by the Company or terminate any contract awarded on such proposal.
5. As part of its Proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
7. None of Company's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Company.

8. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.
9. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

**Representative (signed):** \_\_\_\_\_



## REFERENCES

Companies shall utilize the format below to provide a **minimum of three (3) to five (5) client references**. The City's preference is for references from organizations of similar size or where the Company is performing similar services to those described herein. If such references are not available, individuals or companies that can speak to the Company's performance are adequate.

### REFERENCE:

Name of Client: \_\_\_\_\_ Main Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact E-mail: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Summary & Scope of Project: \_\_\_\_\_

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### REFERENCE:

Name of Client: \_\_\_\_\_ Main Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact E-mail: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Summary & Scope of Project: \_\_\_\_\_

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### REFERENCE:

Name of Client: \_\_\_\_\_ Main Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact E-mail: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Summary & Scope of Project: \_\_\_\_\_

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REFERENCE:

Name of Client: \_\_\_\_\_ Main Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact E-mail: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Summary & Scope of Project: \_\_\_\_\_

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REFERENCE:

Name of Client: \_\_\_\_\_ Main Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact E-mail: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Summary & Scope of Project: \_\_\_\_\_

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**CBI FORM 3: Subcontractor / Supplier Utilization Commitment**

This form **MUST** be submitted at the time of Bid Opening. *Copy this CBI Form 3 as needed.*

Failure to properly complete and submit Form 3 with the Bid constitutes grounds for rejection of the Bid.

Per Section 3.5 of the CBI Administrative Procedures Manual, the Subcontractor/Supplier Utilization Commitment (**CBI Form 3**), captures information regarding the MWSBEs and other subcontractors and suppliers that the Bidder intends to use on the Contract **FOR ALL TIERS**.

M/W/SBEs must satisfy the requirements of Section 2 of the CBI Administrative Procedures Manual in order to count the work they intend to perform on the contract with its own current workforces towards the Contract Goal, and must list themselves below.

<b>Bidder Name:</b>			
<b>Project Name:</b>			
<b>MWBE Goal:</b>		<b>MBE Goal:</b>	
<b>MSBE Goal:</b>		<b>WBE Goal:</b>	
<b>MWSBE Goal:</b>		<b>SBE Goal:</b>	

List below all **M/W/SBEs** that you intend to use on this Contract. **NOTE:** You will only receive credit for M/W/SBEs that are currently certified with the City as of the Bid Opening Date.

M/W/SBE Vendor Name (Non-Hauling Services)	Description of work / materials	NIGP Code

**CBI FORM 3: Subcontractor / Supplier Utilization Commitment**

List below all **non-M/W/SBEs (subcontractors and suppliers)** that you intend to use on this Contract

Vendor Name	Description of work / materials	NIGP Commodity Code

### Letters of Intent submitted upon notice from the City

Per Section 3.5 of the CBI Administrative Procedures Manual, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), Bidders must submit a separate Letter of Intent (**CBI Form 4**) for each M/W/SBE listed on **CBI Form 3**. Each Letter of Intent must be executed by both the M/W/SBE and the Bidder. The City shall not count proposed M/W/SBE utilization for which it has not received a Letter of Intent by this deadline. The Bidder is still obligated to pay the M/W/SBE the full amount listed on the Contract with the M/W/SBE regardless of what percentage is actually counted towards the M/W/SBE Goal.

### Adding subcontractors or suppliers after submitting this form

Nothing in this certification shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per the CBI Administrative Procedures Manual, you must comply with the following:

- You must maintain the level of M/W/SBE participation stated in the Contract throughout the duration of the Contract, except as specifically allowed in Section 5
- If you need to terminate or replace a M/W/SBE, you must comply with Section 5.3
- If the scope of work on the Contract increases, or if you elect to subcontract any portion of work not identified on this form as being subcontracted, then you must comply with Section 5.4
- A Letter of Intent (**CBI Form 4**) must also be submitted for each M/W/SBE you add subsequent to contract award.

### All Subcontractors and Suppliers must be registered with the City of Charlotte.

Pursuant to the City's Vendor Registration Policy, each subcontractor or supplier (non-MBE/SBE, WBEs, SBEs and MBEs) that you use on this contract must be registered in the City's vendor database.

### Signature

Your signature below indicates that the undersigned firm certifies and agrees that:

- (a) It has complied with all provisions of the CBI Policy and Administrative Procedures Manual; and,
- (b) Failure to properly document such compliance in the manner and within the time periods established by the CBI Policy and Administrative Procedures Manual shall constitute grounds for rejection of your bid.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Submittal Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than (ten percent) 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

☐ **I hereby certify as stated above:**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

☐ **I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

## BYRD ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_ (the "Company") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City/State/Zip

Contract #: {---Contract Number---}

## Heavy Truck Collision Repair Services

<b>Effective Date:</b> {---Effective Date---}	<b>City Vendor#:</b> {---Vendor Number---}
<b>Between the City of Charlotte ("City") and {---Vendor Legal Name---}, ("{---Vendor Reference Name---}")</b>	
This cover sheet (" <b>Cover Sheet</b> ") and each of the attachments listed below (" <b>Attachments</b> ") together comprise a Heavy Truck Collision Repair Services (the " <b>Contract</b> ") entered into as of the <b>Effective Date</b> , between {---Vendor Legal Name---} a {---Vendor State of Incorporation---} {---Vendor Entity Type---} registered to do business in North Carolina and the City of Charlotte, a North Carolina municipal corporation:	
Attachment A - Product Purchase Terms and Warranty Attachment B - General Conditions Attachment C - Price Schedule Attachment D - Scope of Work Attachment E - Federal Contracting Terms	Attachment F - Certification Regarding Debarment Attachment G - Byrd Anti-Lobbying Certification Attachment H - Confidentiality Terms
<b>Term:</b> This Contract will start on the <b>Effective Date</b> and continue through midnight on {---Expiration Date---} through (the " <b>Initial Term</b> ").	<b>Renewals:</b> The City will have the option to renew this Contract for up to 2, one-year terms by giving notice to {---Vendor Reference Name---}.
<b>Services.</b> {---Vendor Reference Name---} agrees to perform the services described in the Attachments ("Services") under the terms and conditions set forth in this Contract.  <b>Compensation.</b> The City will pay for the Services at the rates set forth in the Price Schedule. These rates shall remain firm for the duration of this Contract, unless otherwise stated in the Price Schedule.  <b>Capitalized terms used in this Contract have the meanings assigned in this Contract</b>	<b>Email invoices to:</b> <a href="mailto:cocap@charlottenc.gov">cocap@charlottenc.gov</a>  -or- Mail invoices to the following:  City of Charlotte A/P Attn: P.O. Box 37979 Charlotte, NC 28237-7979  Each invoice shall include the <u>purchase order number and Contract Number</u> and shall be accompanied by a sales tax statement <u>or</u> shall have the sales tax amount shown clearly, along with the invoice total, on the face of the invoice.
<b><u>Vendor Business Contact</u></b>  {---Vendor Primary Contact Name---}  {---Vendor Legal Name---}  {---Vendor Street1---} {---Vendor Street2---}  {---Vendor City---}, {---Vendor State/Province---} {---Vendor Postal Code---}  Phone: {---Vendor Office Phone---}  Email: {---Vendor Email Address---}	<b><u>City Business Contact</u></b>  Christina Hollonquest  City Procurement  600 East 4 <sup>th</sup> Street  Charlotte, NC 28202  Phone: (980) 416-0107  Email: <a href="mailto:Christina.Hollonquest@charlottenc.gov">Christina.Hollonquest@charlottenc.gov</a>
By signing below, the parties accept and agree to the terms set forth in this Contract.	
<b>{---Vendor Legal Name---}</b>  Signature: _____  Print Name: _____  Title: _____ Date: _____	<b>City of Charlotte</b>  Signature: _____  Print Name: _____  Title: _____ Date: _____

## ATTACHMENT A - SERVICE TERMS

This Attachment is incorporated into the Heavy Truck Collision Repair Services (“**Contract**”) between the City of Charlotte (“**City**”) and {---Vendor Legal Name---} (“{---**Vendor Reference Name**---}” or “the Company”). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **Services.** {---Vendor Reference Name---} agrees to perform the services described in the Scope of Services Attachment (the “Services”). Additional Scope of Services Attachments may be added to this Contract by a written amendment, and once added shall become part of the “Services.”
2. **Expenses** {---Vendor Reference Name---} shall not be entitled to charge the City for any travel, mileage, meals, materials, or other costs or expenses associated with this Contract.
3. **Premium Rates.** Unless explicitly listed in the Price Schedule, {---Vendor Reference Name---} will not charge the City at overtime, emergency, or other premium rates, regardless of the number of hours worked in a given day or week.
4. **Billing Records.** During the term of this Contract and for three (3) years after it terminates, {---Vendor Reference Name---} will keep documentation sufficient to verify the amounts billed to the City. The City has the right to audit {---Vendor Reference Name---}’s timecards, invoices, reports and other documents relating to amounts charged under this Contract, and will not be required to pay for: (a) any time billed that was excessive in light of the result achieved, or (b) any Services that did not meet the standards and requirements referenced in this Contract. {---Vendor Reference Name---} agrees to make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday, within ten (10) days after the City requests them. The City shall pay its own expenses relating to such audits, but shall not have to pay any expenses or additional costs of the {---Vendor Reference Name---}. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the {---Vendor Reference Name---} shall be required to reimburse the City for the cost of the audit.
5. **Employment Taxes and Employee Benefits.** {---Vendor Reference Name---} acknowledges and agrees that {---Vendor Reference Name---}’s employees and subcontractors are not employees of the City. {---Vendor Reference Name---} represents, warrants, and covenants that {---Vendor Reference Name---} will pay all withholding tax, social security, Medicare, unemployment tax, worker’s compensation, and other payments and deductions that are required by law relating to provision of the Services. {---Vendor Reference Name---} shall indemnify, defend, and hold harmless the City and the City’ officials, employees and agents from and against any and all claims, losses, damages, fines, penalties, obligations, liabilities and expenses, including but not limited to reasonable attorneys’ fees arising from {---Vendor Reference Name---} any claim that an individual performing the Service is an employee of the City.
6. **City Ownership of Work Product.** The City will have exclusive ownership of all reports, documents, designs, ideas, materials, concepts, plans, creative works, software, data, programming code and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the “Intellectual Property”). {---Vendor Reference Name---} hereby assigns and transfers all rights in the Intellectual Property to the City. {---Vendor Reference Name---} further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain, and enforce the City’s rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. {---Vendor Reference Name---} hereby appoints the City as attorney in fact to execute all such assignments and instruments and agrees that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.
7. **License to Use Intellectual Property.** The City grants {---Vendor Reference Name---} a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. {---Vendor Reference Name---} may not to use the Intellectual Property for other purposes without the City’s prior written consent, and {---Vendor Reference Name---} agrees to treat the Intellectual Property and all City data with the same level of protection that {---Vendor Reference Name---} afford {---Vendor Reference Name---}’s own trade secrets and intellectual property.
8. **Contract Data.** The City shall have exclusive ownership of the following (collectively referred to as “Contract Data”): (a) all data produced or generated under this Contract for the benefit of the City or its customers; and (b) all data provided by, accessed through, or processed for the City under this Contract. {---Vendor Reference Name---} will promptly provide the Contract Data to the City in machine readable format upon the City’s request at any time while this Contract is in effect or within three years after this Contract terminates.
9. **Company Will Not Sell or Disclose Contract Data.** {---Vendor Reference Name---} will treat Contract Data as Confidential Information under this Contract. {---Vendor Reference Name---} will not reproduce, copy, duplicate, disclose, or use the Contract Data in any manner except as authorized by the City in writing or expressly permitted by this Contract.
10. **Supporting Data.** If {---Vendor Reference Name---} will be providing work product under this Contract that is based on an analysis of data {---Vendor Reference Name---} will provide the City with all data supporting {---Vendor Reference Name---}’s analysis (“Supporting Data”) in a machine-readable format, together with a written description of the methods of analysis. Excluding Confidential Information of {---Vendor Reference Name---} (as defined in this Contract), the City shall



be permitted to reproduce, copy, duplicate, disclose, or use the Supporting Data for any purpose, and it shall be treated as a public record under North Carolina law.

11. **City Resources.** The City is not required to provide any information, personnel, facilities, or other resources aside from what is specifically required in the Scope of Service unless the City can do so at no cost. When this Attachment requires the City to provide a resource, {---Vendor Reference Name---} shall request it in writing in a timely manner. If {---Vendor Reference Name---} will be delayed in performing due to any failure by the City to provide a resource required by this Contract, {---Vendor Reference Name---} shall promptly notify in writing both the City Business Contact and Official Notice Recipients identified in the General Conditions. Failure or delay by the City to provide required resources will not excuse {---Vendor Reference Name---} from any failure or delay in performance unless {---Vendor Reference Name---} has followed these steps. The duration of any excused delay will be limited to the time period after {---Vendor Reference Name---} has followed these steps.
12. **Compensation for Termination Without Cause.** If the City terminates this Contract without cause, the City shall pay {---Vendor Reference Name---} for Services rendered through the date of termination at the rates set forth in the Price Schedule. The City's obligation to make such payments is conditioned upon {---Vendor Reference Name---} having complied with the Section of General Conditions captioned "Obligations On Termination," and is subject to the City's right to inspect billing records and dispute any charges as provided under this Attachment.
13. **Removal and Replacement of Personnel.** "Key Personnel" are the individuals listed as such on the Scope of Service, and any other individuals whom the City reasonably deems integral to successful performance of the Services. Absent the City's written approval, {---Vendor Reference Name---} will not: (i) remove Key Personnel from performance of this Contract or permit {---Vendor Reference Name---}'s subcontractors to remove Key Personnel from performance of this Contract; or (ii) materially reduce or allow {---Vendor Reference Name---}'s subcontractors to materially reduce the involvement of Key Personnel in performing this Contract. The City will have the right to interview and approve Key Personnel, and also to require the removal and replacement of Key Personnel if the City has reasonable grounds to believe that the individual is not suitable for the assignment, including without limitation insufficient experience, inadequate qualifications, lack of necessary skills, improper conduct, background check results, or other grounds. Upon receipt of a request for rejection, removal, or replacement of an individual, {---Vendor Reference Name---} will promptly comply with the request and provide the City with the requisite background materials for a proposed alternate or successor. If {---Vendor Reference Name---} does not believe the City has reasonable grounds for making the request, {---Vendor Reference Name---} will notify the City in writing and the City will have the right to exercise its termination rights under the Contract, or to suspend the Contract and any payments due until such matter is resolved.
14. **Regeneration of Lost or Damaged Data.** If {---Vendor Reference Name---} loses or damages any data in the City's possession, {---Vendor Reference Name---} will, at {---Vendor Reference Name---}'s own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at {---Vendor Reference Name---}'s own expense, a new machine-readable copy of lost or damaged data from the City's data sources.
15. **City Materials and Data Treated as Confidential.** {---Vendor Reference Name---} will treat as confidential information all data and materials provided by or processed for the City in connection with this Contract. {---Vendor Reference Name---} will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Contract.
16. **Background Checks.**
  - 16.1. **BACKGROUND CHECKS REQUIRED PRIOR TO WORK.** Prior to starting work under this Contract, {---Vendor Reference Name---} will conduct a background check on each {---Vendor Reference Name---} employee assigned to work under this Contract, and will require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a reference check.
  - 16.2. **NEW CHECKS REQUIRED EACH YEAR AND PRIOR TO NEW PROJECTS.** After starting work under this Contract, {---Vendor Reference Name---} will, on an annual basis, perform a Background Check for each {---Vendor Reference Name---} employee assigned to work under this Contract during that year, and will require its subcontractors (if any) to do the same for each of their employees. If {---Vendor Reference Name---} undertakes a new project under this Contract, then prior to commencing performance of the project {---Vendor Reference Name---} will perform a Background Check for each {---Vendor Reference Name---} employee assigned to work on the project, and will require its subcontractors (if any) to do the same for each of their employees.
  - 16.3. **ADDITIONAL INVESTIGATION OF CERTAIN EMPLOYEES.** If a person's duties under this Contract fall within the categories described below, the Background Checks that {---Vendor Reference Name---} will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:
    - 16.3.1. If the job duties require driving: A motor vehicle records check.
    - 16.3.2. If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.

- 16.3.3. If job duties include entering a private household or interaction with children: A sexual offender registry check.
- 16.4. COMPLIANCE WITH APPLICABLE LAW. {---Vendor Reference Name---} must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.
- 16.5. DUTY TO REPORT INFORMATION TO CITY. {---Vendor Reference Name---} shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.
- 16.6. CHECKS CONDUCTED BY CITY. The City may conduct its own background checks on principals of {---Vendor Reference Name---} as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

## ATTACHMENT B - GENERAL CONDITIONS

This Attachment is incorporated into the Heavy Truck Collision Repair Services ("Contract") between the City of Charlotte ("City") and {---Vendor Legal Name---} ("---Vendor Reference Name---" or "the Company"). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **PRIORITY OF ATTACHMENTS.** In the event of a conflict among the Attachments, the Federal Contracting Terms shall have first priority, and all other Attachments shall have priority in the order in which they are listed on the Cover Sheet.
2. **INVOICES.** Each invoice sent by {---Vendor Reference Name---} shall detail all Services performed and delivered which are necessary to entitle {---Vendor Reference Name---} to the requested payment under the terms of this Contract. All invoices must include an invoice number and the City purchase order number for purchases made under this Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.
3. **PAYMENT TERMS.** The City will pay undisputed, properly submitted invoices within thirty (30) days after receipt. As a condition of payment, {---Vendor Reference Name---} must invoice the City for Services within sixty (60) days after the Services are performed. {---Vendor Reference Name---} WAIVES THE RIGHT TO CHARGE THE CITY FOR ANY SERVICES THAT HAVE NOT BEEN INVOICED WITHIN SIXTY (60) DAYS AFTER SUCH SERVICES WERE RENDERED.
4. **TERMINATION FOR CONVENIENCE.** For any reason or no reason, the City may terminate this Contract at any time by giving thirty (30) days written notice to {---Vendor Reference Name---}. The City shall only pay for Products and Services rendered through the date of termination, subject to Company's compliance with Section 8 (Obligations on Termination Section). {---Vendor Reference Name---} shall terminate and/or cancel all subcontracts and orders outstanding for such services and products that it is legally entitled to cancel.
5. **TERMINATION FOR CAUSE.** Without limiting any other termination rights set forth in this Contract, either party may terminate this Contract for default if the other party fails to cure a material breach or fails to fulfill its duties, covenants, or obligations as described in the Contract within thirty (30) days after receipt of written notice that identifies the breach and the intent to terminate if not cured. In addition, the City may terminate this Contract for default without a cure period if {---Vendor Reference Name---}:
  - 5.1. makes a misrepresentation or provides misleading information in connection with the solicitation, or any provision contained in this Contract;
  - 5.2. attempts to assign, terminate or cancel this Contract except as prescribed;
  - 5.3. ceases to do business, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties; or
  - 5.4. acts in a way that creates a risk to safety or causes or is likely to cause the City to incur property damage, fines, or penalties.
6. **TERMINATION CONVERSION.** If the Contract is terminated by the City for cause but it is later conclusively determined that the {---Vendor Reference Name---} has not in fact defaulted, the termination shall be deemed to have been effected for the convenience of the City and the {---Vendor Reference Name---} shall be paid through the date of the termination.
7. **AUTHORITY TO TERMINATE.** Authority to terminate this Contract on behalf of the City rests with the City Manager and Deputy City Manager, or any designee of the forgoing having the same level of delegated signature authority as would have been required to execute the Contract.
8. **OBLIGATIONS ON TERMINATION.** Upon expiration or termination of this Contract, {---Vendor Reference Name---} will promptly provide to the City, at no cost, (i) all data, materials, software, and equipment provided to {---Vendor Reference Name---} by or on behalf of the City; (ii) all deliverables that are completed or in process as of the date of termination; and (iii) a statement of all Services performed through termination, together with such detail and documentation as is otherwise required under this Contract for payment. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information", as defined in the Section titled Confidentiality Terms. Any termination shall not relieve {---Vendor Reference Name---} of the obligation to pay any fees, taxes or other charges then due to the City. Termination shall not relieve the {---Vendor Reference Name---} from any claim for damages previously accrued or then accruing against {---Vendor Reference Name---}. In the event that the City disputes in good faith an allegation of default by {---Vendor Reference Name---}, notwithstanding anything to the contrary in this Contract, the {---Vendor Reference Name---} agrees that it will not terminate this Contract or suspend or limit the delivery of the Work or any warranties or repossess, disable or render unusable any Software supplied by the {---Vendor Reference Name---}, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
9. **REPRESENTATIONS AND WARRANTIES.** {---Vendor Reference Name---} represents, warrants, and covenants that: (a) all Services and deliverables will meet and comply with Contract

requirements, applicable law, and accepted industry standards; (b) each person providing the Services has the qualifications, skills, experience, and knowledge necessary to perform the tasks assigned; (c) no services or deliverables provided under this Contract will infringe or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property rights of any third party; (d) neither the execution nor the performance of this Contract will violate any third party contractual rights; (e) {---Vendor Reference Name---} is a duly organized and validly existing entity of the type set forth in the first paragraph of this Contract, is in good standing under the laws of the state specified in the first paragraph of this Contract, and is registered to do business in North Carolina; and (f) {---Vendor Reference Name---} has the requisite power and authority to execute and perform this Contract. {---Vendor Reference Name---} and each person signing this Contract for {---Vendor Reference Name---} represents and warrants that the execution, delivery, and performance of this Contract have been duly authorized by {---Vendor Reference Name---}. Additional warranties may be set forth in the Attachments.

## 10. REMEDIES.

10.1. **Right to Withhold Payment.** At the non-breaching party's election, {---Vendor Reference Name---} and the City are each entitled to setoff and deduct from any amounts owed to the other party under this Contract all damages and expenses incurred due to the other party's breach. If {---Vendor Reference Name---} breaches any provision of this Contract, the City may elect to withhold a portion of or all payments due until the breach has been fully cured. The City may obtain performance of the Work elsewhere.

10.2. **Misappropriation or Infringement Breach.** In the event of a violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the work provided under this Contract, in addition to the indemnification obligation under the Contract, {---Vendor Reference Name---} shall (i) procure the right for the City to use the infringing product or service; or (ii) repair or replace the infringing product or service so that it is no longer infringing so long as such modification does not adversely affect the Contract.

10.3. **Other Remedies.** The election of one remedy does not waive other legal or equitable remedies that a party may pursue. The remedies enumerated herein are in addition to any other remedy available at law or in equity, such as the right to cover.

11. **INDEMNIFICATION.** To the fullest extent permitted by law, {---Vendor Reference Name---} shall indemnify, defend, and hold harmless the City and the City's officials, employees, and agents from and against any claims, losses, damages, fines, penalties, royalties, obligations, liabilities, and expenses, including but not limited to reasonable attorneys' fees to the extent that they arise from actual or alleged:

11.1. Breach of contract, negligence or willful misconduct by {---Vendor Reference Name---} or any of {---Vendor Reference Name---}'s agents, employees, or subcontractors, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness, or disease to any person(s) or damage to or destruction of any property whether real, personal, or intangible, and including data and other intellectual property;

11.2. Violation of any federal, state, or local law, ordinance, rule, regulation, guideline, or standard by {---Vendor Reference Name---} or its employees or subcontractors, or by any service, product, or deliverable provided under this Contract;

11.3. Violation, misappropriation, or infringement of any copyright, trademark, patent, trade secret, or other proprietary rights with respect to any services products or deliverables provided under this Contract ("Infringement Claims");

If an Infringement Claim occurs, {---Vendor Reference Name---} will either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If {---Vendor Reference Name---} is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, {---Vendor Reference Name---} shall promptly refund to the City all amounts paid under this Contract.

In any case in which {---Vendor Reference Name---} provides a defense to the City pursuant to this indemnity, the defense will be provided by attorneys reasonably acceptable to the City. The provisions of this Contract regarding indemnity will survive the expiration or termination of this Contract.

If this Contract is funded in full or in part by federal funds, the indemnity rights granted to the City in this Contract shall also extend to the U.S. Government agency that extends such funding, and to the agency's officers, officials, employees, agents, and independent contractors (excluding {---Vendor Reference Name---}).

12. **INSURANCE.** {---Vendor Reference Name---} shall provide and maintain at its expense during the term of this Contract the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) qualified to do business in North Carolina, have a rating at least "A-" by A.M. Best, and be satisfactory to the City as approved by the City's Risk Management Division. Evidence of such programs satisfactory to the City shall be delivered to the City on or before the effective date of this Contract and prior to commencing any work hereunder. Such policy shall list "City of Charlotte, 600 East Fourth St. Charlotte, NC 28202" as an additional insured for operations or services, rendered under this Contract. City is to be given written

notice within thirty (30) days of any termination of any program of insurance.

{---Vendor Reference Name---}'s insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from {---Vendor Reference Name---}'s operations under this Contract. If any of the coverage conditions are met by a program of self-insurance, {---Vendor Reference Name---} must submit evidence of the right to self-insure as provided by the State of North Carolina.

{---Vendor Reference Name---} and each of its subcontractors shall and does waive all rights of subrogation against the City and each of its indemnified parties. The City shall be exempt from, and in no way liable or responsible for any sums of money that may represent a deductible or self-insured retention in any insurance policy of the Company or its subcontractors.

The following insurance is required under this Contract:

(a) Automobile Liability

Evidence of current automobile insurance (attach copy of automobile policy declaration page(s)) or submit a current certificate of insurance, showing the vehicles covered and coverage amounts as the appropriate one of the following:

- i. If {---Vendor Reference Name---} owns or leases commercial vehicles to provide goods or perform a service under this Contract, Automobile Liability must be provided at a limit of not less than \$1,000,000 per occurrence/aggregate, combined single limit, each occurrence, for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.
- ii. If {---Vendor Reference Name---} does not own or lease any vehicles but is using their personal vehicles to perform a service under this Contract, primary Personal Automobile Liability may be provided at limits not less than \$100,000 each person, \$300,000 each accident and property damage liability of \$50,000.
- iii. If {---Vendor Reference Name---} does not own or lease any vehicles but has employees using their vehicles to provide goods or perform a service under this Agreement, {---Vendor Reference Name---} must provide hired/non-owned automobile liability coverage at a limit of not less than \$1,000,000 per occurrence aggregate.
- iv. If {---Vendor Reference Name---} is trucking fuel or hauling potential pollutants, the Automobile Liability coverage shall be broadened to include pollution coverage on covered autos, and a copy of endorsement CA 99 48 shall be provided to the City. {---Vendor Reference Name---} must also supply the City with evidence of motor carrier endorsement MCS-90 as required by the Federal Motor Carrier Safety Administration's Motor Carrier Act.
- v. If the Company will be operating vehicles in the Aircraft Operation Area ("AOA"), the

aforementioned insurance limits shall be no less than \$5,000,000 for all the categories as described above.

(b) Garage Operations Liability

Garage Liability as shall protect the Company from bodily injury and property damage liability arising out of garage operations. Coverage should include Broadened Coverage Garage Endorsement, form CA 25 1 4. The amounts of such insurance shall not be less than \$1,000,000 combined single limit and be designated by symbol 21 (any auto) and symbol 30 (autos left with) on the policy.

(c) Garage Keepers Legal Liability

Garage Keepers Liability as shall protect the Company for loss to an auto left in the Company's care for service, repair, and storage or during operations. The amount of such insurance shall not be less than \$1,000,000 per occurrence/aggregate. Coverage shall be written on a direct primary basis. Company shall be responsible for any deductibles.

(d) Workers' Compensation Insurance

Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and, Employers' Liability - \$1,000,000 per accident limit, \$300,000 disease per policy limit, \$100,000 disease each employee limit. If {---Vendor Reference Name---} does not employ more than 2 full time employees, {---Vendor Reference Name---} must attest this fact on company letterhead and include such letter in this Contract.

**NOTICE.** Any notice, consent, waiver, authorization, or approval referenced in this Contract must be in writing, and delivered in person, by U.S. mail, overnight courier or electronic mail to the City and {---Vendor Reference Name---} Contacts identified on the Cover Sheet (or as updated in writing from time to time). Notice of breach, default, termination, prevention of performance, delay in performance, modification, extension, or waiver must also be copied to the recipients listed below (the "**Official Notice Recipients**"), and if sent by electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier:

<b>Shelia Anderson</b>	<b>Adam Jones</b>
City Procurement	City Attorney's Office
600 East 4 <sup>TH</sup> Street	600 East Fourth Street
Charlotte, NC 28202	Charlotte, NC 28202
(980) 390-7444	704-336-2254
<a href="mailto:shelia.anderson@charlotten.c.gov">shelia.anderson@charlotten.c.gov</a>	<a href="mailto:adam.m.jones@charlotten.c.gov">adam.m.jones@charlotten.c.gov</a>

<b>Vendor Legal Name</b>
{---Vendor Reference Name---}
{---Street Address---}
{---Phone---}
{---email---}

Notice shall be effective upon receipt by the intended recipient. The parties may change their Official Notice Recipients by written notice to the other party.

13. **WORK ON CITY'S PREMISES.** Whenever on City premises, {---Vendor Reference Name---} will obey all instructions and City policies applicable to City employees and contractors that {---Vendor Reference Name---} is made aware of. If {---Vendor Reference Name---} causes damage to the City's equipment or facilities, {---Vendor Reference Name---} will promptly repair or replace such damaged items at {---Vendor Reference Name---}'s expense.
14. **NON-APPROPRIATION OF FUNDS.** If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify {---Vendor Reference Name---} of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City that is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
15. **REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION.** {---Vendor Reference Name---} agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. {---Vendor Reference Name---} consents to be bound by the award of any arbitration conducted thereunder.
16. **REQUIRED BY STATE LAW.**
  - 16.1. E-Verify. {---Vendor Reference Name---} will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall ensure that each of its subcontractors also do so.
  - 16.2. NC Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel. By executing this contract, {---Vendor Reference Name---} represents and warrants that it is eligible to contract with the City because it is not identified as an ineligible company on the State Treasurer's list created pursuant to G.S. 147-86.58 or identified as a restricted company for purposes of the Israel Boycott. Company also agrees to immediately notify the City if it is identified as an ineligible company on either list at any time during the term of this Contract.

17. **CHARLOTTE BUSINESS INCLUSION POLICY.** The City has adopted a CBI Policy, which is posted on the City's website at <https://charlottenc.gov/GS/procurement/cbi/Pages/default.aspx>. The parties agree that:
  - 17.1. That Charlotte Business Inclusion Program Policy ("CBI Policy") and its Administrative Procedures Manual ("CBI Manual") are posted on the City's website and available in hard copy form upon request. Both the CBI Policy and CBI Manual comprise the CBI Program.
  - 17.2. The terms of the CBI Program, as revised from time-to-time, are incorporated into this Agreement by reference; and
  - 17.3. A violation of the CBI Program shall constitute a material breach of this Agreement and shall entitle the City to exercise any of the remedies set forth in the CBI Program, including but not limited to liquidated damages.
  - 17.4. The City will incur damages if the {---Vendor Reference Name---} violates the CBI Program, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources. The parties further acknowledge and agree that the damages the City might reasonably be anticipated to incur as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the {---Vendor Reference Name---} agrees to pay the liquidated damages assessed by the City at the rates set forth in the CBI Program for each specified violation. The {---Vendor Reference Name---} further agrees that for each specified violation the agreed upon liquidated damages are reasonably proximate to the loss the City will incur as a result of such violation.
  - 17.5. Without limiting any of the other remedies the City has under the CBI Program, the City shall be entitled to withhold periodic payments and final payment due to the {---Vendor Reference Name---} under this Agreement until the City has received in a form satisfactory to the City all claim releases, payment affidavits and other documentation required by the CBI Program. In the event payments are withheld under this provision, the {---Vendor Reference Name---} waives any right to interest that might otherwise be warranted on such withheld amount under North Carolina General Statutes Section 143-134.1.
  - 17.6. The remedies set forth in the CBI Program shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
  - 17.7. The {---Vendor Reference Name---} agrees to participate in any dispute resolution process specified by the City from time-to-time for the resolution of disputes arising from the CBI Program.

17.8. Nothing in this Section shall be construed to relieve {--Vendor Reference Name---} from any obligation it may have under N.C. Gen. Stat. §143-134.1 regarding the payment of subcontractors.

**18. CHARLOTTE BUSINESS INCLUSION MWSBE UTILIZATION AND REPORTING**

18.1. SUBCONTRACTOR UTILIZATION. {---Vendor Reference Name---} has committed to subcontract for supplies and/or services from City Certified Small Business Enterprises (SBEs), and/or City Registered Minority Business Enterprises (MBEs) and Woman Business Enterprises (WBEs) for the duration of the Contract, as follows:

Total MBE Utilization	%
Total WBE Utilization	%
Total SBE Utilization	%
<b>Total MWSBE Utilization</b>	<b>%</b>

{---Vendor Reference Name---} shall not terminate, replace or reduce the work of an MWSBE without providing written notice to the city as outlined in the CBI Policy. Failure of {---Vendor Reference Name---} to fulfill these utilization requirements shall constitute a material breach of this Contract, and shall entitle the City to exercise any of the remedies set forth in the CBI Policy, including but not limited to liquidated damages.

18.2. LETTERS OF INTENT. {---Vendor Reference Name---} acknowledges that it will be required to execute one or more letters of intent on or prior to the Effective Date. Each letter of intent will list the subcontractor (MWSBE) vendor name and the amount that {---Vendor Reference Name---} has committed to spend with the subcontractor. The letter(s) of intent will be submitted in such format as the City shall determine. {---Vendor Reference Name---} consents to submit its letter(s) of intent via the City's selected electronic compliance management system, at the City's option. The letter(s) of intent shall be deemed to be incorporated into this Contract when submitted by {--Vendor Reference Name---} and accepted by the City. Any changes to letters of intent or any new letters of intent will also be deemed incorporated into this Contract when submitted by {---Vendor Reference Name---} and accepted by the City.

18.3. PAYMENTS TO MWSBEs. {---Vendor Reference Name---} shall abide by N.C. Gen. Stat. §143-134.1 (b) and within seven (7) days of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work completed or service provided under the subcontract. Furthermore, if {---Vendor Reference Name---} has made a Quick Pay Commitment under the CBI Program, {---Vendor Reference Name---} shall comply with any provisions of the Quick Pay Commitment that are more stringent than N.C. Gen. Stat. §143-134.1 (b),

but shall also remain bound by N.C. Gen. Stat. §143-134.1(b).

18.4. PAYMENT REPORTING. As a condition to receiving payments under this contract, {---Vendor Reference Name---} agrees to submit any payment record into InclusionCLT, or any subsequent system designated by the city, detailing the amounts paid by {---Vendor Reference Name---} to all subcontractors and suppliers receiving payment in connection with this contract.

**19. GENERAL.**

19.1. ENTIRE AGREEMENT/AMENDMENT. This Contract is the parties' entire agreement regarding its subject matter. It supersedes all prior agreements, negotiations, representations, and proposals, written or oral. No change order, amendment, or other modification to this Contract will be valid unless in writing and signed by both {---Vendor Reference Name---} and the City. Clicking "consent" or "agree" electronically when accessing software or a website will not constitute a writing sufficient to bind the City.

19.2. RELATIONSHIP OF THE PARTIES. The parties' relationship under this Contract is solely that of independent contractors. Nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party has power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

19.3. GOVERNING LAW AND VENUE. North Carolina law will govern all matters relating to this Contract (without regard to North Carolina conflicts of law principles). Any legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina, other than actions to enforce a judgment.

19.4. ASSIGNMENT/SUBCONTRACTING. Neither party may assign or subcontract any of its rights or obligations under this Contract without prior written consent of the other party. Unauthorized assignments shall be void.

19.5. DELAY / CONSEQUENTIAL DAMAGES. The City will not be liable to {---Vendor Reference Name---}, its agents or any subcontractor for or any delay in performance by the City, or for any consequential, indirect, or special damages or lost profits related to this Contract.

19.6. SEVERABILITY. The invalidity of one or more provisions of this Contract will not affect the validity of the remaining provisions so long as the material purposes of the Contract can be achieved. If any provision of this Contract is held to be unenforceable, then both parties will be relieved of the unenforceable obligations, and this Contract shall be deemed amended by modifying

such provision to the extent necessary to make it enforceable while preserving its intent.

- 19.7. PUBLICITY. {---Vendor Reference Name---} may not identify or reference the City or this Contract in any advertising, sales promotion, or other materials without the City's prior written consent of the City *except*: (i) {---Vendor Reference Name---} may list the City as a reference, and (ii) {---Vendor Reference Name---} may identify the City as a customer in presentations to potential customers.
- 19.8. WAIVER. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Contract shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.
- 19.9. SURVIVAL. Any provision of this Contract that contemplates performance or observance subsequent to termination or expiration of this Contract shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to warranties and warranty disclaimers, intellectual property ownership, indemnity, payment terms, and confidentiality.
- 19.10. TAXES. {---Vendor Reference Name---} will pay all applicable federal, state, and local taxes that may be chargeable against the performance of the Services.
- 19.11. CONSTRUCTION OF TERMS. Both parties have carefully considered the particular language used in this Contract. The general rule of law that ambiguities are construed against the drafter will not apply.
- 19.12. DAYS. Unless specifically stated otherwise, all references to days in this Contract refer to calendar days rather than business days. Any references to "business days" shall mean the days that the City's main office at 600 East Fourth Street, Charlotte, NC, is open for the public to transact business.
- 19.13. CONFLICTS OF INTEREST. {---Vendor Reference Name---} will not take any action that is or is likely to be perceived as conflict of interest under this Contract. {---Vendor Reference Name---} has not made and will not make any gifts to City employees or officials in connection with this Contract.
- 19.14. COMPLIANCE WITH LAWS. {---Vendor Reference Name---} and its subcontractors will comply with all local, state, and federal ordinances, statutes, laws, rules, regulations, and standards ("Applicable Law") in performing this Contract. {---Vendor Reference Name---} represents and warrants that each deliverable provided under this Contract will comply with all Applicable Law, including without limitation the Americans With Disabilities Act.
- 19.15. PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. §159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."
- .



## **ATTACHMENT C - PRICE SCHEDULE**

This Attachment is attached and incorporated into the Heavy Truck Collision Repair Services (the "Contract") between the City of Charlotte and {---Vendor Legal Name---} ("{---Vendor Reference Name---}"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

{---Vendor Reference Name---} shall provide the Services detailed in this Contract at rates set forth below.

## **ATTACHMENT D - SCOPE OF SERVICES**

This Attachment is attached and incorporated into the Heavy Truck Collision Repair Services (the "Contract") between the City of Charlotte and {---Vendor Legal Name---} ("---Vendor Reference Name---"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

## ATTACHMENT E - FEDERAL CONTRACTING TERMS

This Attachment is attached and incorporated into the Heavy Truck Collision Repair Services (the "Contract") between the City of Charlotte and {---Vendor Legal Name---} ("---Vendor Reference Name---"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern. Unless indicated to the contrary, these provisions will not apply to {---Vendor Legal Name---} while doing work for Aviation (the Charlotte Douglas International Airport).

1. **Debarment and Suspension.** {---Vendor Reference Name---} represents and warrants that, as of the Effective Date of the Contract, neither {---Vendor Reference Name---} nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term {---Vendor Reference Name---} or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, {---Vendor Reference Name---} shall notify the City immediately. The Company's completed Vendor Debarment Certification is incorporated herein as provided in this Attachment below.
2. **Record Retention.** {---Vendor Reference Name---} certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. {---Vendor Reference Name---} further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** {---Vendor Reference Name---} represents and warrants that in its performance under the Contract, {---Vendor Reference Name---} shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** {---Vendor Reference Name---} agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** {---Vendor Reference Name---} certifies that {---Vendor Reference Name---} will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** {---Vendor Reference Name---} certifies that:
  - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of {---Vendor Reference Name---}, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
  - 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, {---Vendor Reference Name---} shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
  - 6.3. {---Vendor Reference Name---} shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  - 6.4. {---Vendor Reference Name---}'s completed Byrd Anti-Lobbying Certification is incorporated herein as provided in this Attachment below.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, {---Vendor Reference Name---} must comply with 40 U.S.C. 3702

and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, {---Vendor Reference Name---} is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.

8. **Right to Inventions.** If the federal award is a “funding agreement” under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** {---Vendor Reference Name---} shall not use the Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. **Federal Government Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, {---Vendor Reference Name---}, or any other party pertaining to any matter resulting from the Contract.
11. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the {---Vendor Reference Name---} should, to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For the purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**ATTACHMENT F - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than (ten percent) 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

☐ **I hereby certify as stated above:**

_____ (Print Name)	_____ Signature
_____ Title	_____ Date

☐ **I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]**

_____ (Print Name)	_____ Signature
_____ Title	_____ Date

## ATTACHMENT G - BYRD ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

{---Vendor Legal Name---} (the "Company") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ (Print Name)	_____ {---Vendor Legal Name---} Company Name
_____ Authorized Signature	_____ Address
_____ Date	_____ City/State/Zip

## ATTACHMENT H- CONFIDENTIALITY TERMS

This Attachment is incorporated into the Contract for Services (“Contract”) between the City of Charlotte (“City”) and {---Vendor Legal Name---} (“{---Vendor Reference Name---}”). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **“CONFIDENTIAL INFORMATION”** means any information, in any medium, whether written, oral, or electronic, obtained or accessed in connection with the Contract that is not subject to mandatory disclosure as a public record under North Carolina law, including without limitation the following:

- Trade secrets of the City and its suppliers, contractors, and licensors, including software and technical materials.
- *Information marked “Confidential” or “Proprietary”*
- *Computer security information of the City, including passwords, codes, configurations, security standards and protocols, and other network, device, and system security features*
- *Building plans of City-owned buildings and structures*
- *Plans to prevent or respond to terrorist activity, including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure, or information storage system(s).*
- *Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. §160A-168 (which includes all information gathered by the City about employees, except information which is a matter of public record under North Carolina law)*
- *Personal identifying information of individuals, such as social security numbers, bank account numbers, credit and debit card numbers, birth dates, PIN numbers and passwords*
- *Billing information of customers maintained in connection with the City providing utility services*
- *Attorney / client privileged information disclosed by either party*
- *Names and address of individuals who have received a rehabilitation grant to repair their homes.*
- *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City*

The Confidential Information listed in italics above is “Highly Restricted Information,” which subject to additional restrictions as set forth herein. Confidential Information includes information disclosed prior to execution of this Contract as well as information disclosed after execution.

### 2. RESTRICTIONS.

2.1. {---Vendor Reference Name---} shall not copy, modify, enhance, compile, or assemble (or reverse compile or disassemble), or reverse engineer Confidential

Information, except as authorized by the City in writing.

2.2. {---Vendor Reference Name---} shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or {---Vendor Reference Name---} having a need to know such Confidential Information for purpose of performing work contemplated by written contracts between the City and {---Vendor Reference Name---}, and who has executed a confidentiality agreement containing substantially the same protections set forth herein. Notwithstanding the forgoing, {---Vendor Reference Name---} shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted of the other to any third party without the City’s prior written consent

2.3. {---Vendor Reference Name---} shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized in writing by the City, or is for the purpose for which such Confidential Information is being disclosed.

2.4. {---Vendor Reference Name---} shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.

2.5. {---Vendor Reference Name---} shall use reasonable efforts to prohibit its employees, vendors, agents, and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.

2.6. If any demand is made in litigation, arbitration, or any other proceeding for disclosure of Confidential Information, {---Vendor Reference Name---} shall immediately notify the City, and will reasonably assist the City’s effort to seek a protective order or other appropriate relief to prevent or restrict any disclosure of Confidential Information.

2.7. {---Vendor Reference Name---} will restrict employee access to the Confidential Information to those employees who need to know in order to: (a) fulfill {---Vendor Reference Name---}’s contractual obligations to the City, or (b) resolve a dispute with the City. {---Vendor Reference Name---} will have each employee who will have access to the Confidential Information sign a confidentiality agreement including protections substantially identical to those set forth herein.

2.8. {---Vendor Reference Name---} shall comply with the City’s Restricted Data Policy, a copy of which is posted on the City’s website, and with any instructions or procedures issued by the City from time to time regarding Highly Restricted Information.

2.9. {---Vendor Reference Name---} shall ensure that each person who obtains access to Confidential Information through {---Vendor Reference Name---} (including but not limited to {---Vendor Reference Name---} 's employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to this Contract and the City's Restricted Data Policy.

2.10. All materials containing Confidential Information shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

3. **EXCEPTIONS.** {---Vendor Reference Name---} shall have no obligation with respect to Confidential Information that {---Vendor Reference Name---} can establish:

- Was already known to {---Vendor Reference Name---} prior to being disclosed by the City;
- Was or becomes publicly known through no wrongful

act of {---Vendor Reference Name---};

- Was rightfully obtained by {---Vendor Reference Name---} from a third party without similar restriction and without breach hereof;
- Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, {---Vendor Reference Name---} shall first give to the City notice of such requirement or request;
- Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that {---Vendor Reference Name---} shall immediately notify the City prior to disclosure, and reasonably assist the City in seeking a protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.



**EXCEPTIONS FORM**

The undersigned Proposer agrees to provide all Products and Services requested in the RFP for the price(s) set forth in the Pricing Sheet, all in strict conformity with the terms, conditions and specifications set forth in the RFP (including any addenda or amendments), subject only to the exceptions stated in the chart below. Exceptions representing material changes to Proposal terms are grounds for rejection of the Proposal.

RFP Section Number	RFP Section Title	Exception and Proposed Change to RFP

**Date:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Print name and title of signatory

**Signature:** \_\_\_\_\_

## Question Set 1: Company's Background Response

### Question Set 1 Instructions

Companies shall complete and submit responses to the following questions:

#	Question	Response	Comment
<b>Example Subset</b>			
1.1.1	Company's legal name.	-	
1.1.2	Company Location (indicate corporate headquarters and location that will be providing the Services).	-	
1.1.3	How many years has your company been in business? How long has your company been providing the Services as described in Section 3?	-	
1.1.4	How many public sector (cities or counties) clients does your company have? How many are using the Services? Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization).	-	
1.1.5	List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	-	
1.1.6	List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.	-	
1.1.7	Provide an overview and history of your company.	-	
1.1.8	If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.	-	
1.1.9	Identify the percentage of revenue used for research and/or development by the proposing company or division.	-	
1.1.10	Identify any certifications held by your company if you are implementing or reselling another company's products or services. Include how long the partnership or certification has been in effect.	-	

1.1.11	Describe your company's complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.	-	
1.1.12	Describe the ownership structure of your company, including any significant or controlling equity holders.	-	
1.1.13	Provide a management organization chart of your company's overall organization, including director and officer positions and names and the reporting structure.	-	
1.1.14	Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company's team for providing the Services.	-	
1.1.15	If the Proposal will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, please describe the relationship, to include the form of partnership, each team member's role, and the experience each company will bring to the relationship that qualifies it to fulfill its role. Provide descriptions and references for the projects on which team members have previously collaborated.	-	
1.1.16	Explain how your organization ensures that personnel performing the Services are qualified and proficient.	-	
1.1.17	Provide information regarding the level of staffing at your organization's facilities that will be providing the Services, as well as the level of staffing at subcontractors' facilities, if known or applicable.	-	
1.1.18	If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.	-	

1.1.19

Describe your security procedures to include physical plant, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third party security audits in the last five (5) years.

-

19 Questions

0.00% Complete

## Question Set 2: Additional Questions

#	Question	Response	Comment
Example Subset			
2.1.1	Is your service facility capable of pulling a large truck (e.g. garbage truck) fully into a service bay?	-	
2.1.2	Is your company capable of providing service estimates on-site at city facilities, without the need to transport a vehicle to your service facility?	-	
2.1.3	Is your company capable of coordinating repairs related to the truck body with a respective body OEM service provider or other provider?	-	
2.1.4	Is your company capable of performing frame straightening and repair services?	-	
4 Questions		0.00% Complete	