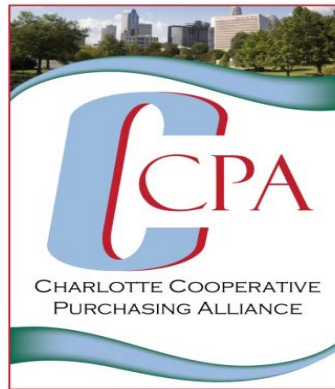


REQUEST FOR PROPOSALS
CITYWIDE DOCUMENT MANAGEMENT
SERVICES

RFP # 269-2019-090



CITY OF CHARLOTTE
NORTH CAROLINA

MAY 22, 2020

REQUEST FOR PROPOSALS
RFP # 269-2019-090
Citywide Document Management Services

May 22, 2020

Dear Sir or Madam:

The City of Charlotte, on behalf of itself, South Carolina entities to include Aiken County, Beaufort County, Buffalo-Mt. Pisgah Fire Department, Burton Fire District, Charleston County, Cherokee Springs Fire Department, City of Charleston, City of Greenville, City of Greer, City of Loris, City of Marion, City of Mullins, City of Myrtle Beach, City of North Myrtle Beach, City of Spartanburg, City of West Columbia, Clarendon County, County of Lexington, Darlington County, Duncan Fire Department, Fairfield County, Florence County, Georgetown County, Georgetown County Water & Sewer District, Horry County, Lancaster County, Marion County, Oconee County, Orangeburg County, Richland County School District One, Rock Hill School District Three, Surfside Beach Fire Department, Town of Aynor, Town of Ft. Mill, Town of Pamplico, and Ware Shoals Fire Department, and all local government agencies and non-federal government agencies within Arizona, California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, Tennessee, Texas, Virginia, Washington, West Virginia, and Wisconsin is accepting Proposals for Citywide Document Management Services to satisfactorily support the City, and other public agencies supported under this contract. This Request for Proposals (the "RFP") issued on behalf of the Charlotte Cooperative Purchasing Alliance (CCPA) through group purchasing clause, which provides that any county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges, and universities, both public and private), state, other government agency or nonprofit organization may purchase Products and Services through this contract. Therefore, respondents to this RFP must give due consideration to the potential market. The requirements for submitting a Proposal are stated in the following RFP. Please review them carefully.

As a precautionary measure due to COVID-19 and understanding that some businesses have chosen to suspend employee travel, a video conferencing line has been set up for vendors to attend the Pre-Proposal Conference. No onsite meeting will be held and Companies should not come to the City expecting to attend in person. A Non-Mandatory Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **June 8, 2020 at 2:00 p.m.**, via WebEx. Attendees can access the conference by doing the following:

Click on the link:

<https://charlotte.webex.com/charlotte/j.php?MTID=m160f6cead67f0eeb3179647971a76de6>

Provide your name and email address when prompted.

Or call 1-650-479-3207 Access code is 477 551 817.

Please have a copy of the RFP with you to reference during the Conference. All interested Companies should return a completed Request For Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in the schedule in Section 2.1 of this RFP. An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Tracey Keyes at tkeyes@charlottenc.gov.

All Proposals are due to the City of Charlotte Department of General Services, City Procurement, 9th Floor, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **June 24, 2020 at 2:00 p.m.** **The CMGC is closed to the public. Proposals should be submitted via mail, such as USPS, FedEx or UPS. If you are unable to mail your solicitation response prior to the deadline and require onsite drop. Please contact Tracey Keyes to coordinate an appropriate drop off location and time.**

One (1) electronic copy of the Proposal on a flash drive in a searchable format such as MS Word or Adobe Acrobat and one (1) original Proposal signed in ink by a company official authorized to make a legal and binding offer must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals

Attention: Tracey Keyes

[Name of Company Submitting Proposal]

Citywide Document Management Services

RFP # 269-2019-090

RFP questions must be directed to Tracey Keyes, Finance Department - City Procurement, per the enclosed instructions in Section 2.2. The City is an equal opportunity purchaser.

Sincerely,

Kay Elmore
Chief Procurement Officer

cc: RFP Project Team
RFP File

Checklist for submitting a Proposal:

Step 1 – Read the document fully.

Step 2 – If you plan on submitting a Proposal, email **Form 1 in Section 6** to the number or email address listed on the sheet.

Steps 3 – If you have any questions send them before the deadline listed in **Section 2.2.**

If you plan to submit a Proposal, you must follow this checklist and include everything detailed below.

Proposal Copies - Please provide the specified number for each format:

- 1 Copy on flash drive
- 1 Copy marked “Original”

Proposal Format - Proposals should be formatted as follows:

- Cover Letter per **Section 4.1.1**
- Proposed Solution per **Section 4.1.2**
- Section 6, Form 2, Addenda Receipt Confirmation**
- Section 6, Form 3, Proposal Submission**
- Section 6, Form 4, Pricing Worksheet**
- Section 6, Form 5, MWSBE Utilization**
- Section 6, Form 6, Certification Regarding Debarment, Suspension and Other Responsibility Matters**
- Section 6, Form 7, Byrd Anti-Lobbying Certification**
- Section 6, Form 8, CCPA Plan**
- Section 6, Form 9, Environmental Purchasing Responses**
- Exceptions to any part of the RFP (If you take any exceptions to anything in this document list it in a category in your Proposal called “Exceptions” and offer an alternative solution.)

The above items constitute all that must be included in the Proposal. If awarded a contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in Sample City Contract

It is the Company’s responsibility to check www.ips.state.nc.us or the City’s [Contract Opportunities Site](#) for any addenda or changes to this Project. Search for bid # 269-2019-090 to find if any documents or changes have been posted.

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Section 1

Introduction and General Information

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 document management services, including scanning, shredding and record storage activities.

1.2. Definitions.

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

Acceptance: Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.

Affiliates: 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.

Charlotte Business

INclusion/CBI/Policy: Refers to the Charlotte Business INclusion office of the City of Charlotte and 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. The CBI program promotes diversity, inclusion and local business opportunities in the City's contracting and procurement process for Minority-owned, Women-owned and Small Business Enterprises (MWSBEs) with a significant business presence in the Charlotte Combined Statistical Area. The CBI Policy is posted at www.charlottebusinessinclusion.com.

CCPA: Refers to the Charlotte Cooperative Purchasing Alliance.

*Charlotte Combined
Statistical Area:*

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.

City: Refers to the City of Charlotte, North Carolina.

City Project Manager: Refers to a specified City employee representing the City's best interests in this Project.

Company: 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.

Company Acceptance: Refers to acceptance of any Record, box or other City property into Company's custody.

*Company Project
Manager:*

Refers to a specified Company employee representing the best interests of the Company for this Project.

Contract: Refers to a written agreement executed by the City and the Company for all or part of the Services.

Introduction and General Information

<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.
<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>HIPAA:</i>	Refers to Health Insurance Portability and Accountability Act.
<i>Last Activity:</i>	Refers to last verifiable activity associated with any Record and/or box, including but not limited to Company Acceptance, Re-file and/or Re-box.
<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>Participating Public Agency:</i>	Refers to a public entity, county, city, special district, local government, school district, private K-12 schools, technical or vocational school, higher education institution (including community

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colleges, colleges, universities, both public and private), other government agency or non-profit organizations.

<i>Post-Consumer Recycled Material:</i>	Refers to material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
<i>Project:</i>	Refers to the City's need for a company to provide Citywide Document Management Services for the City.
<i>Proposal:</i>	Refers to the proposal submitted by a Company for the Services as outlined in this RFP.
<i>Quality Control:</i>	Refers to a process of activities utilized by a Scanning Company in which it assesses the quality of a scanned image and performs necessary corrections in order to ensure image quality and readability.
<i>Re-box:</i>	Refers to the replacement of one (1) Record/file Storage box with another.
<i>Record:</i>	Refers to any document or file provided by the City for Storage or disposition by the Company.
<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.
<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>Re-file:</i>	Refers to any return of a City Record/file to a Storage location.
<i>Scanning:</i>	Refers to reproduction of Records in the form of a digital image or file.
<i>Services:</i>	Refers to the Citywide Document Management Services as requested in this RFP.
<i>Shredding:</i>	Refers to the cutting of an item (paper, CD and/or uniforms) into smaller pieces or shreds by the Company.
<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

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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.

Storage: Refers to physical storage of a City Record in a designated Company Storage Facility.

Storage Facility: Refers to a physical storage building where a Company stores City Records.

Subcontracting Goal: Refers to a SBE, MBE, WBE, and/or MWSBE Goal established by the City for an RFP and resulting Contract.

Trade Secrets: 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.

*Woman-owned
Business Enterprise/
WBE:*

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.

Work Product: 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.

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 delivering such requests to the City's designated representative as directed in RFP Section 2.

Section 1

Introduction and General Information

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, or to cancel this RFP, at any time;
- 1.4.2. To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 1.4.3. To waive any defect or irregularity in any Proposal received;
- 1.4.4. To reject any or all Proposals;
- 1.4.5. To share the Proposals with City employees and contractors in addition to the Evaluation Committee as deemed necessary by the City;
- 1.4.6. 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; and
- 1.4.7. To terminate discussions and negotiations with any Company at any time and for any reason.

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.

The following terms are applicable to this RFP and the Company's Proposal.

1.6.1. RFP 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.

1.6.2. Trade Secrets and Personal Identification Information.

Definition.

Upon receipt by City Procurement, 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 in accordance with this Section 1.6.2 by clearly separating them from the rest of the Proposal. For hard copy documents, it must be

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submitted in a separate, sealed envelope, marked either “Personally Identifiable Information – Confidential” or “Trade Secret—Confidential and Proprietary Information.” For electronic submissions it must also be submitted on a separate flash drive. In both hard copy or electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

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.

1.6.3. Amendments to RFP.

If the City amends this RFP, addenda will be posted to the IPS website at www.ips.state.nc.us and the City’s [Contract Opportunities Site](#). Companies are required to acknowledge receipt of each addendum by including the Addenda Receipt Confirmation Form (Section 6, Form 2) with their Proposals.

1.6.4. 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.

1.6.5. Proposal Binding for 180 Days.

Section 6, Form 3 contains a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Company. All

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prices quoted shall be firm and fixed for the full Contract period. The City shall have the option to accept subject to exception by Contract.

1.6.6. Charlotte Business INClusion Program.

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City-funded contracts at both the prime and subcontract level. For MWSBE participation to count towards a Subcontracting Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

The City intends to award to multiple Companies with at least two Companies are certified MWSBEs. The Company is required to submit Section 6, Form 5 attached herein. Failure to submit this form with the Proposal shall render the Proposal non-responsive.

1.6.7. 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.

1.6.8. 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.

1.6.9. 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.

1.6.10. Withdrawal for Modification of Proposals.

Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date. Only formal written requests addressed in the same manner as the Proposal and received by the City prior to the Proposal due date will be accepted. The request must be in a sealed envelope that is plainly marked "**Modifications to Proposal.**" No oral modifications will be allowed. If the Company complies with this Section, after the Proposal due date, the Proposal, will be withdrawn or corrected in accordance with the written request(s).

1.6.11. 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.

1.6.12. 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;

Introduction and General Information

- 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.

1.6.13. 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 Proposals. Failure to do so will be at the Company’s own risk.

1.6.14. 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
Life cycle management	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. 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.

1.7 Charlotte Cooperative Purchasing Alliance.

The Charlotte Cooperative Purchasing Alliance (“CCPA”) is a cooperative purchasing program established by the City of Charlotte with the specific purpose of reducing procurement costs by leveraging aggregate purchasing volume to receive better pricing.

CCPA serves as a government cooperative purchasing organization for government agencies and all contracts are publicly solicited, awarded, and held by the City of Charlotte, North Carolina. CCPA contracts are available for use and benefit all entities that must comply with state purchasing laws.

The City of Charlotte is referred to in this procurement as “City.” The other government entities and nonprofits that may participate in a CCPA contract are referred to as “Participating Public Agencies,” and may include any county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization that elects to access the CCPA Contract.

Except as specifically set forth in the Company’s Proposal, the terms and conditions of the Contract entered into with the Company may be extended to other public entities that are or at any time in the future become members of the CCPA. Except as prohibited in the Proposal, and subject to the City and the Company entering into an administrative agreement that includes a fee payable to the City, Participating Public Agencies will have the right to enter into contracts with the Company at the same prices, discounts and other terms as are in the Company’s Contract with the City.

If a Participating Public Agency decides to take advantage of this option, the Company may opt to enter into a separate contract with that public entity, and must deal directly with that

Introduction and General Information

public entity concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The City of Charlotte acts only as the entity conducting the initial procurement.

The Company may notify other public entities of the availability of the Contract for use under the CCPA. Other public entities desiring to procure Products and Services under the terms set forth in the City's Contract will need to make their own legal determinations as to whether the use of this Contract is consistent with their laws, regulations, and other policies.

The City of Charlotte shall not be held liable for any costs or damages incurred by any other public entity or the Company as a result of any contract or other arrangement entered into between that public entity and the Company.

Any subsequent contract(s) between a Participating Public Agency and an awarded Company shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public Agency exists.

Section 2 Procurement Process

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
May 22, 2020	<i>Issuance of RFP.</i> The City issues this RFP.
May 29, 2020	<p><i>Request for Proposals Acknowledgement.</i> Companies that intend to submit a Proposal shall submit a completed, signed Form 1 via email to tkeyes@charlottenc.gov. Failure to submit this form by the deadline shall not preclude a Company from proposing.</p> <p><i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Companies may submit written questions via email per Section 2.3 for purposes of clarifying this RFP. All submissions must be submitted by 4:00 p.m.</p>
June 8, 2020	<p><i>Non-Mandatory Pre-Proposal Conference.</i> Time: 2:00 p.m. Location: WebEx conference line</p> <p>Click on the link: https://charlotte.webex.com/charlotte/j.php?MTID=m160f6cead67f0eeb3179647971a76de6 Call 1-650-479-3207 Access code is 477 551 817</p> <p>Pre-Proposal Conference attendance is not mandatory, but is highly encouraged. Please notify Tracey Keyes in advance of any special accommodation requests.</p>
June 24, 2020	<p><i>Proposal Submission.</i> Deadline: No later than 2:00 p.m. Location: City Procurement, CMGC 9th Floor 600 East 4th Street, Charlotte, NC 28202.</p> <p>Special Instructions: All proposals must be sealed. No late proposals will be accepted. Proposals sent by email will not be accepted. Proposals will be accepted via FedEx, UPS or USPS or in person. Due to COVID-19, the CMGC is closed to the public. Please contact Tracey Keyes prior to arrange drop-off of proposal.</p>

Section 2
Procurement Process

DATE	EVENT
June 24, 2020 – July 31, 2020	<p><i>Evaluation.</i></p> <p>The City’s Evaluation Committee may engage in discussions with one or more Companies. Discussions might be held with the 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.</p> <p>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.</p>
August 2020	<i>Contract Award by Council.</i>
September 2020	<p><i>Services Commence.</i></p> <p>Companies begin providing the Services.</p>

2.2. Interpretations and Addenda.

Questions about this RFP may be asked in the following ways:

- 1) Email questions to the Procurement Officer at the email address listed below, including RFP Page# and Section Name reference; or
- 2) Ask your question(s) at the Pre-Proposal Conference.

Please refrain from contacting City staff regarding this RFP prior to the Proposal deadline outside of the above methods. **The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement Officer.**

Procurement Officer: Tracey Keyes
E-mail: tkeyes@charlottenc.gov

In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **4:00 p.m. on May 29, 2020.**

Time permitting, for questions submitted after the deadline, the City will decide whether an answer can be given before the Proposal deadline. When responding to Company questions or issuing addenda to the RFP, the City will post the answer or information to the Internet at <http://www.ips.state.nc.us> and the City’s [Contract Opportunities Site](#), referencing solicitation # 269-2019-090. Companies are required to acknowledge their receipt of each addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 2).

2.3. Submission of Proposals.

Proposals must be in the format specified in Section 4 of this RFP. One (1) electronic copy on a flash drive in a searchable format such as MS Word or Adobe Acrobat and one (1) original Proposal signed in ink by a company official authorized to make a legal and binding offer shall be submitted to the address listed in Section 2.1 above by **June 24, 2020 on or before but no later than 2:00 p.m.** The original Proposal shall be complete and unabridged, and shall not

Section 2

Procurement Process

refer to any other copy of the signed and sealed original for any references, clarifications, or additional information.

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. **Proposals sent by fax or email will not be accepted.**

Due to security requirements at the Charlotte-Mecklenburg Government Center (CMGC), sealed box(es), including any portions marked as Confidential/Trade Secret, may be searched and thoroughly inspected prior to admittance. Please allow time for this search to take place and to re-seal the box if delivering your Proposal in person to CMGC.

Do not arrive at City Procurement on the Proposal due date for the purposes of reviewing your competitors' Proposals. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved. All Proposals will be time-stamped upon receipt and held in a secure place until opening.

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. 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.

2.6. 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>

Section 3 Scope of Services

3. SCOPE OF CITYWIDE DOCUMENT MANAGEMENT SERVICES.

3.1. General Scope.

The City of Charlotte is seeking Companies to supply Document Management Services including, but not limited to:

- Scanning;
- Storage; and/or
- Shredding.

The City uses a combination of vendors for Scanning, Storage and Shredding Services. Specific volumes for each Service are unknown due to the variability between Departments and from year to year. Companies shall propose on any related additional services that might be useful to the City.

While the City is flexible with respect to certain elements of its proposed relationship with the Citywide Document Management Companies, the City does have certain preferences for that relationship and has developed the following proposed model for that relationship.

3.2. General Service Components.

Each Service has specific requirements listed below. The following service components are required by Companies across all Services identified in this RFP:

- Companies shall setup and invoice each Department under a separate account. Each Department has the discretion to further separate invoicing by division, project, or other grouping system. If a Company is providing multiple Services to one Department, a consolidated invoice for all Services shall be requested by the specific Department.
- Companies shall allow Service requests via telephone, email and/or web portal.
- Companies shall utilize a web-based Records Management Portal that allows users to locate Records (electronic and paper), edit the Records database and produce a variety of reports on demand. The Records Management Portal shall meet the following requirements, at a minimum:

Type of Record	Requirement
Electronic	Secure storage of the City's electronic Records upon request in a web-hosted repository on a dedicated server or cloud hosting solution
Electronic	Back-up of Records Management Portal on a remote server or computer with a network connection, in order to prevent any potential loss of City's electronic Records
Electronic	Immediate secure access by City to Records through a secured web browser
Electronic/Paper	Querying, reporting on location of boxes, cartons and/or Records and indexing and secure web-based search functionality to allow the City to search for, locate and retrieve documents 24/7.
Electronic/Paper	Configurable querying and reporting options and ability to export reports in a searchable format, such as Microsoft Excel

Section 3 Scope of Services

Electronic	If Company proposes a cloud hosted solution, it should meet all Cloud Technology Requirements detailed in the Sample Contract
Paper	Editing of Records database information as needed

3.3. Scanning Services.

Companies that perform Scanning Services shall maintain the following requirements:

3.3.1. Service Requirements.

- Pickup and securely transport Records to the scanning facility as requested by the City;
- Maintain a facility to capture and image the source material (Records) in a central location;
- Prepare Records for scanning, including removal of fasteners, separation of folded forms, and/or paste-up of small documents;
- Scan, index, Quality Control, and Re-File Records in City boxes;
- Deliver scanned electronic Records to the City; and
- Return/deliver original Records to the City as required.

3.3.2. Formatting.

Companies shall format Records in such a way as to minimize or eliminate the possibility of such Record becoming obsolete or inaccessible over time. Given technology advances, it is possible that a very common format in use today, may not be in existence five (5) years from now. Therefore, it is critical that the data be coded in such a way that it will continue to be readable in the future. The file formats and protocols utilized must be approved by the respective Department.

3.3.3. Quality Control.

Companies shall perform Quality Control on each scanned image to verify readability, de-skew, de-speckle, and preparation defects, and will rescan as necessary to correct all issues. Companies shall provide its Quality Control Plan as part of its Proposal Response detailed in Section 4.1.2.

3.3.4. Security.

Companies shall ensure the security of the Records and the data contained therein throughout the project workflow, including Records that contain confidential information and sensitive data protected by law (e.g. HIPAA).

3.3.5. Other Media for storing Records

Companies shall also be capable of providing the following media for retainage of electronic Records, at a minimum:

- Flash drive; and
- Portable hard drive.

Companies shall supply additional media options as technology advances and additional options become accessible. Drives provided by Companies shall meet all IT requirements for City Departments.

In addition, Companies shall provide the appropriate equipment and storage for various media, which the City uses to house their Records. This media shall include flash drives, portable hard drives, microfilm/microfiche and CDs.

3.3.6. Document Retention.

Companies must retain a copy of all images and data for six (6) months of the later of Contract termination or expiration. In the event of disaster or data loss at the City, on request, the Company shall transmit a copy of the missing images to the City at no cost to the City. If the Company is unable to satisfy this request, all expenses for reprocessing the documents shall be incurred by the Company.

3.4. Storage Services.

Companies that provide Storage Services shall maintain the following requirements:

3.4.1. Service Requirements.

- Provide Storage of City Records twenty-four (24) hours a day, 365 days a year;
- Pickup, accept, and deliver Records as requested by a City Department, including delivery, all labor, materials, fuel, handling, and resources necessary to complete request;
- Pickup and process all Records to include bar-coding, labeling, data entry, and inventorying of boxes/cartons to be stored at the Company's Facility; and
- Maintain all Records in an appropriate storage facility(ies) meeting all requirements detailed in Section 3.4.2, to minimize deterioration of Records and/or boxes.
- Provide appropriate equipment and storage to read Records in various types of media, such as microfilm/microfiche or CDs.

3.4.2. Facility Requirements.

Companies' Storage Facility shall:

- Comply with all North Carolina Records requirements per any state statutes regarding Storage, retention and Records destruction procedures;
- Be located within a fifty (50) mile radius from the address of the requesting department;
- Be an individual structure separated from other buildings and external hazards to ensure safety from fire, flood and other disasters;
- Be located above the local flood plain and constructed of concrete block or steel that meets all national fire code prevention standards;
- Maintain temperature and humidity within the range of seventy (70) degrees F +/- 2 degrees and a relative humidity of 30% - 50%, +/-3%. For microfilm/microfiche, temperature should not exceed seventy (70) degrees F and year-round relative humidity lower than 50%. Cooler temperatures are preferable.;
- Be of fire retardant, chemically neutral, steel construction;
- Have bottom shelves that are least six (6) inches from the floor;
- Meet all codes of the American Disabilities Act ("ADA");
- Have no water stream or other piping in the Records Storage area other than pipes for the sprinkler system;

Section 3

Scope of Services

- Have firewalls that are structurally sound and capable of withstanding impact and imposed loads if severe fire exposure would cause collapse of the framing on one wall;
- Have only openings in fire walls that are protected on each side by fire doors suitable for Class A openings;
- Have a non-combustible roof;
- Possess a twenty-four (24) hour security system with interior and exterior security;
- Have a remote sprinkler system that meets all national, county, and local fire code standards with smoke detectors and heat sensors;
- Be clean, well-organized, and free of rodents and pest infestation; and
- Have areas separate from other Company customers for all City departments that use the Services.

The City shall have the right to inspect, at any time during normal business hours from (8am-5pm) Monday through Friday without prior notification, the operation of any or all Storage facilities the Company uses to determine if the facility meets or continues to meet the standards for Storage of public Records, as established by the National Archives and Record Administration regulation (1228.228) and the American Records Management Associations, that such facility is properly shelved, fully secured and equipped with fire safety systems, motion alarms and smoke and heat detector/alarms to prevent loss from theft and fire and to audit Records stored and invoice charges.

3.4.3. **Box Requirements.**

Companies shall not require that the City use the Companies' Record Storage boxes if the City's chosen boxes meet the industry standard size, but the Companies shall make Storage boxes available for purchase by the City on an as-needed basis.

The City will consider any box or Record not located and delivered in the expected timeline to be lost by the Company. In the case of any box deemed by the City to be lost, the Company shall promptly refund all Storage fees for said box since last / most recent Company Acceptance.

The City shall not pay any Re-box fees after initial Company Acceptance of a box. The Company is responsible for any/all damage occurring to any of the City's property stored on the Company's premises. Any potentially damaged box shall be inspected by City for the integrity of the Records contained therein, prior to Re-box.

3.4.4. **Retrieving and Releasing Records.**

Companies shall perform the following services as directed by the City:

- A. Retrieving Records from another City Company or Storage Facility location (all Records are physically located in Mecklenburg County):
 - Retrieve Records for Storage;
 - Re-index boxes/containers as needed for Storage;
 - Report to the City any boxes damaged during transport and relocation that need Re-boxing prior to performing Re-boxing and Storage in accordance with 3.6.3. above; and
 - Provide additional related Services as required by the City.

- B. Releasing Records to another Company:
 - Verify conditions of boxes and Records in accordance with 3.4.3. above, prior to any Re-boxing, and communicate with the City as needed, prior to releasing Records to new City Company;
 - Release Records to another City Company that has been directed to retrieve Records, as indicated above; and
 - Provide additional related Services as required by the City.

3.5. Shredding Services.

Companies supplying Shredding Services shall comply with the following minimum service requirements:

- Provide all labor, personnel, equipment, supplies, secured vehicles, fuel, materials, supervision, and other related services and supplies to provide secure confidential shredding Services either onsite or offsite as required for various City Departments;
- Contact Department to arrange appropriate date and time for shredding Services prior to each visit;
- Shredding of paper, staples, and compact discs (CD's);
- Provide a Certificate of Destruction to the Department in which Services are provided upon request by the City Department;
- Provide one-time purges or one-time bin needs for special events at the City; and
- OPTIONAL Uniform Shredding - provide Shredding of Public Safety or other uniforms as necessary. Companies shall indicate whether they have this ability on Form Four, Pricing Worksheet.

3.6. Disaster Recovery.

Companies must have the capability to recover from natural, human-caused, and electronic disasters (including security compromises) that could interrupt service to the City. Companies will detail their solution to include:

- Procedures for off-site Storage of Records;
- Capabilities and availability of alternate processing, communications, and operations facilities;
- Plans for maintaining business processes, including communications with the City;
- Estimated time to recover from disaster events, and service level expectations for business continuity following a disaster;
- Cost to the City, if any, for disaster recovery services; and
- Documented disaster recovery and business continuity plan, including dates of disaster recovery tests and schedule for future tests.

3.7. Reporting.

3.7.1. General Reporting Requirements.

A. CCPA Quarterly Reports.

The Company shall provide quarterly usage reports in Excel format to City Procurement no later than the 30th day of January, April, July, and October. Reports must be designed in such a manner that the information captured on the purchase

Section 3 Scope of Services

request shall also be reflected in the quarterly report. The reports must include but not limited to the City department, Participating Public Agency name, purchase order number, purchase order date, category name, Product/Service description, product number, unit of measure, quantity, list price, percentage discount, fixed unit price, and extended price for all Products and Services purchased under the Contract. The City and Participating Public Agency reserves the right to request additional information.

B. Monthly and Annual Reports.

Provide monthly and annual reports of all Scanning, Storage, and/or Shredding Services provided by the Companies and City.

3.7.2. Environmental Reporting Requirements.

Companies shall furnish quarterly and annual environmental impact reports showing a summary of the ordering and history of each City Department for the previous quarter to each Department. The report must show at minimum, description and total volume of each service utilized during the period, reporting period, City Department, City Contact Person, and total dollars expended per Department. The City reserves the right to request additional information, if required, when reviewing contract activity.

3.8. Training Plan.

Companies shall submit a Training Plan that shall outline the content, sequence and duration of the training session necessary to thoroughly and comprehensively train City personnel to fully utilize the Services (the “Training Plan”). Additionally, the Training Plan will:

- 3.8.1. Outline all subjects necessary to train City staff to fully understand and utilize the Services, and to train the designated “trainers” to effectively train other City personnel to fully understand and utilize the Deliverables and Services.
- 3.8.2. Provide operator/end user training and comprehensive “train the trainer” training for the numbers of City designated personnel.
- 3.8.3. Training shall be available online and 24/7/365.
- 3.8.4. Include a written description of the training that will be conducted, and the total number of hours required for each person to be trained.

The cost of all training referenced in this Section shall be included in the Proposed Pricing.

3.9. Environmental Purchasing Requirements.

The following are applicable items covered by the City’s Sustainable Purchasing Policy that must be accommodated by the Company:

Product or Service	Examples	Environmental Attributes
Paper	Copy paper, notepads, envelopes, business cards	Recycled content
Records Management	Digital storage, recycling shredded paper, paper use reduction	Paper use reduction, secure record recycling

Companies are required to provide information with their Proposals regarding the environmental attributes in Section 6, Form 9.

Section 4

Proposal Content and Format

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. The Proposal will be in the format described below:

- A. Cover letter;
- B. Proposed Solution, including responses to the questions found below;
- C. All required forms in Section 6; and
- D. Exceptions to the Remainder of the RFP, including the Sample Contract.

The City encourages Proposals to be compatible with the City's waste reduction goals and policies. Therefore, it is desired that all responses meet the following requirements:

- All Proposals be printed in 8 1/2" x 11" format with all standard text no smaller than eleven (11) points;
- All copies be printed double-sided;
- All copies be printed on recycled paper (at least 30% post-consumer recovered material and at least 30% total recovered material);
- Unless necessary, all Proposal originals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as 3-ring binders, plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Glued materials, paper clips, and staples are acceptable; and
- Materials be submitted in a format that allows for easy removal and recycling.

Proposals must also include a flash drive including the entire Proposal in a searchable format such as MS Word or Adobe Acrobat.

Companies are required to organize the information requested in this RFP in accordance with the format and instructions outlined above and detailed below. Failure to do so may result in the City, at its sole discretion, deeming the Proposal non-responsive. The Company, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation. Companies shall adhere to the required page limits listed for each section

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 Company contact for all Service Requests and other contract issues, including name, address, telephone and email, and the name, title, address, email and telephone number 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.

The Company shall address their background, qualifications and how they will meet the City's needs as stated in this RFP.

4.1.2.1. Company Background (3-5 pages)

The Company shall address the following questions:

- What is the Company's legal name and headquarters location?

Section 4

Proposal Content and Format

- What is the physical location of the Company office or warehouse that would perform the Services?
- How long has your Company been in business?
- How many public-sector clients does your Company currently have utilizing Services similar to those stated in this RFP?
- List any project/services terminated by a government entity in the past two (2) years, including the reason, entity name and entity contact information.
- List any litigation that your Company has been involved with during the past two (2) years for Services similar to those in this RFP.
- Provide a brief overview of your Company, including an organization chart, reporting structure, equity holders or parent companies.
- Provide three (3) references for Services, which are similar in scope to those requested in this RFP. Information to be included is: name, address, telephone, and email address of the reference; time period of contract; and brief description of Services provided.

4.1.2.2. Company Qualifications (18-20 pages)

The Company shall address the following questions:

- Describe how the Company will provide the Services described in this RFP. Why and how is the Company qualified to handle the City as a client?
- What steps will the Company take to ensure that any transition of Services run smoothly?
- Describe the communication scheme that the Company will use to keep Departments informed about the Services.
- If the Company is proposing Scanning Services, please indicate the following:
 - Which software or solution is the Company proposing for its electronic document management system?
 - Provide a list of all software and electronic document management system applications that the systems are compatible with.
 - Is the software or solution a web-hosted repository on a dedicated server or is cloud-based?
 - Is the software or solution backed up on a remote server or computer with a network connection to prevent any potential loss of City's electronic Records?
 - Indicate the electronic Document Management System availability outside of scheduled maintenance.
 - Indicate the electronic Document Management System's requirements for scheduled maintenance. What is the amount of time necessary to complete maintenance? When does the scheduled maintenance occur?
 - Describe the Company's Quality Control Plan. Please provide a copy of the plan with the Proposal. The Quality Control Plan copy will not count towards the page count.

Section 4

Proposal Content and Format

- If the Company is proposing Storage Services, please indicate the following:
 - What is the square footage, and Storage capacity in cubic foot of the Storage warehouse? Include free space and items currently stored.
 - Detail the facility access policy and the hours the City can access Records.
 - Detail the Company ability to handle microfilm/microfiche, such providing a reader, Storage facility temperature, etc.
- Define any/all security measures that are in place to the Company's proposed solutions. It should be for both physical security and network security, in that the City's information and other documents are made available only to the Company and parties that the City approves.
- Provide a copy of HIPAA certification or other supporting documentation regarding your Company's HIPAA compliance, policies and/or procedures.
- Describe alternative approaches or additional Services offered or recommended by the Company, which could benefit the City.

Section 5 Evaluation Criteria

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 and Experience;
- b. Project Approach and Proposed Solution;
- c. Cost Effectiveness and Value;
- d. MWSBE Inclusion Efforts;
- e. CCPA Plan and
- f. Acceptance of the Terms of the Contract

5.1. Qualifications and Experience.

Companies will be evaluated on the background and experience information provided in Section 4.1.2.1.

5.2. Project Approach / Proposed Solution.

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.

5.3. 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.

5.4. MWSBE Inclusion Efforts.

The City intends to award to multiple Companies with at least two Companies being certified MWSBEs.

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. To count towards a Utilization Goal, MWSBE-certified Companies 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.

Section 5

Evaluation Criteria

5.5. CCPA Plan.

The City is committed to supporting the CCPA and making high quality contract opportunities available to Participating Public Agencies. Companies will be evaluated on the information provided in Section 6, Form 8 regarding their CCPA plan.

5.6. 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. Exceptions shall be identified in accordance with Section 6, Form 3 of this RFP.

REQUIRED FORM 1 – REQUEST FOR PROPOSALS ACKNOWLEDGEMENT

RFP # 269-2019-090

Citywide Document Management Services

The Company hereby certifies receipt of the Request for Proposals for the City of Charlotte, North Carolina RFP #269-2019-090, Citywide Document Management Services. This form should be completed upon receipt of the City’s Request for Proposals and emailed in time for the City to receive it by or before **May 29, 2020**. Failure to submit this form by the designated date shall not preclude the Company from submitting a proposal. Please fax or email the completed Request for Proposals Acknowledgement Form to the attention of:

Tracey Keyes
Department of General Services – City Procurement
Email: tkeyes@charlottenc.gov

Date: _____

Company Name: _____

Contact Name: _____

Contact E-mail Address: _____

Please check the appropriate space below and provide the requested information:

My Company plans to attend the Pre-Proposal Conference and submit a Proposal.

My Company will not attend the Pre-Proposal Conference but plans to submit a Proposal.

My Company does not plan on submitting a Proposal.

Reason: _____

My Company provides the following Services as described in Section 3 (check all that applies):

All Services

Scanning Services

Storage Services

Shredding Services

Section 6
Required Forms

REQUIRED FORM 2 – ADDENDA RECEIPT CONFIRMATION

RFP # 269-2019-090

Citywide Document Management Services

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at www.ips.state.nc.us and the City's Contract Opportunities Site at <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

ADDENDUM #:

**DATE ADDENDUM
DOWNLOADED FROM NC IPS:**

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

(Please Print Name)

Date

Authorized Signature

Title

Company Name

REQUIRED FORM 3 – PROPOSAL SUBMISSION FORM

RFP # 269-2019-090

Citywide Document Management Services

This Proposal is submitted by:

Company Name: _____

Representative (printed): _____

Address: _____

City/State/Zip: _____

Email address: _____

Telephone: _____

(Area Code) Telephone Number

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 bid 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.

Section 6 Required Forms

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.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Contract. Each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract. 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 the Sample Contract language. 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. 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. Any Company-proposed additional terms or conditions must also be included in the Proposal, and 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. 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. The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in Sample Contract. The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City's evaluation criteria.

As such, I have elected to do the following:

Include exceptions to the Sample Contract in the following section of my Proposal: _____

Not include any exceptions to the Sample Contract.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("PII") as detailed in Section 1.6.2. I understand that the City is legally obligated to provide my Proposal documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

The following section(s) of the of the Proposal are marked as Trade Secret or PII: _____

No portion of the Proposal is marked as Trade Secret or PII.

Representative (signed): _____

**Section 6
Required Forms**

REQUIRED FORM 4 – PRICING WORKSHEET

RFP # 269-2019-090

Citywide Document Management Services

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars. **If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs for which the City will be responsible.**

For purposes of this RFP, assume an initial term of three (3) years, with the City having an option to renew for two (2) additional consecutive one (1) year terms thereafter.

1. Administrative Fees:

The Company **shall** submit a minimum of one (1) percent of overall CCPA Program spend by the City and Participating Public Agencies during the term of the Contract to the City as an Administrative Fee. The Administrative Fee shall be paid no later than thirty (30) days after both parties mutually agree to the quarterly report outlining the CCPA spend. The Company shall indicate their Administrative Fee below:

_____ %

2. Scanning Services

Companies who will be provided Scanning Services shall Submit their pricing below.

Services	Unit Of Measure	Cost	Additional information	Additional Service Provider Comments
Regular Scanning of 8½”x11” Records	Per Image	\$	Include all Scanning, indexing, Quality Control, and Re-Filing of Records in City boxes	
Regular Scanning of 8½”x14” Records	Per Image	\$	Include all Scanning, indexing, Quality Control, and Re-Filing of Records in City boxes	
Regular Scanning of 11”x17” Records	Per Image	\$	Include all Scanning, indexing, Quality Control, and Re-Filing of Records in City boxes	
Bulk Scanning of 8½”x11” Records.	Per Image	\$	_____ to _____ images	
	Per Image	\$	_____ to _____ images	

Section 6 Required Forms

* Include all Scanning, indexing, Quality Control, and Re-Filing of Records in City boxes. **Indicate Pricing by single project volume tier.	Per Image	\$	_____ to _____ images	
	Per Image	\$	_____ to _____ images	
Bulk Scanning of 8½”x14” Records. * Include all Scanning, indexing, Quality Control, and Re-Filing of Records in City boxes. **Indicate Pricing by single project volume tier.	Per Image	\$	_____ to _____ images	
	Per Image	\$	_____ to _____ images	
	Per Image	\$	_____ to _____ images	
	Per Image	\$	_____ to _____ images	
Bulk Scanning of 11”x17” Records. * Include all Scanning, indexing, Quality Control, and Re-Filing of Records in City boxes. **Indicate Pricing by single project volume tier.	Per Image	\$	_____ to _____ images	
	Per Image	\$	_____ to _____ images	
	Per Image	\$	_____ to _____ images	
	Per Image	\$	_____ to _____ images	
Setup/Preparation of Records * Include all removal of fasteners, separation of folded forms, and/or paste-up of small documents	Per Hour	\$	Identify number of pages and the number of boxes prepared per hour	
Transportation fee	Per Trip	\$	Pickup from City or deliver to City (round-trip)	
Storage in Records Management Portal *Indicate Pricing by total storage volume tier.	Per Image / Per Month	\$	_____ to _____ [storage unit (Gigabyte, Terabyte, etc.)]	
	Per Image / Per Month	\$	_____ to _____ [storage unit (Gigabyte, Terabyte, etc.)]	
	Per Image / Per Month	\$	_____ to _____ [storage unit (Gigabyte, Terabyte, etc.)]	

Section 6 Required Forms

	Per Image / Per Month	\$	_____ to _____ [storage unit (Gigabyte, Terabyte, etc.)]	
Copy Records to CD - R	Per CD	\$	Specify maximum storage size per CD	
Copy Records to CD - RW	Per CD	\$	Specify maximum storage size per CD	
Copy Records to flash drive	Per Flash Drive	\$	Specify maximum storage size per CD	
Copy Records to portable hard drive	Per Hard Drive / Per Hr.	\$	Indicate whether you allow customer to supply device, or standard price for device (by size).	

3. Storage Services.

Companies who will be providing Storage Services, shall submit their pricing below:

Services	Unit Of Measure	Cost	Additional information	Additional Service Provider Comments
Box Storage	Per Cubic Foot	\$		
Vault Storage	Per Cubic Foot & Per Tape/CD	\$		
Record Delivery and/or Pickup	Per Trip	\$	Companies shall split the fee for single trips to pick-up and/or deliver to multiple Departments at the same facility between each Department equally	
Next day delivery by Noon	Per Trip	\$	Call by 3pm for delivery next day by Noon	
Next day delivery by 5pm	Per Trip	\$	Call by 3pm for delivery next day by 5pm	
Half day delivery	Per Trip	\$	Call by 10am for delivery same day by 5pm	

Section 6 Required Forms

Delivery/Pickup during afterhours/weekend/Holiday hours.	Per Trip	\$		
Onsite access to City Box(es) in Storage	Per Box	\$		
Retrieval/Re-File from Service Provider Storage location	Per Box	\$		
Box (1.2 cubic foot)	Per Box	\$		
Indexing	Per Box	\$		
Permanently withdrawal of Box/container from Service Provider's facility	Per Box	\$		
Destruction charge for City Records stored by Service Provider	Per Box	\$		
Retrieval/Fax/Scan/Email/Refile a copy of a stored Record by Service Provider	Per File / Per Box	\$		
Retrieval/Fax/Scan/Email/Refile a Record to a third party by Service Provider	Per File / Per Box	\$		

**Section 6
Required Forms**

4. Shredding Services

Companies who will be providing Shredding Services, shall submit their pricing below:

Services	Unit Of Measure	Cost	Additional information	Additional Company Comments
Paper, per bin at City facility	Per Bin		Specify bin capacity	
Paper, per bin at Service Provider facility	Per Bin		Specify bin capacity	
Paper Shredding at City facility *Not in bins	Per Pound		0-499 Lbs.	
	Per Pound		500-999 Lbs.	
	Per Pound		1000+ Lbs.	
Paper Shredding at Service Provider facility *Not in bins	Per Pound		0-499 Lbs.	
	Per Pound		500-999 Lbs.	
	Per Pound		1000+ Lbs.	
Uniforms	Per Bin / Per Weight		Specify bin capacity and/or weight	
One-time purge/special request	Per Bin/ Per Weight		Additional needs for special events or other special requests	

5. Additional Services

Companies should utilize the list below to include any related or ancillary services they provide that would be beneficial to the City and Participating Public Agencies when considering Scanning, Storage, and Shredding Services.

Services	Unit Of Measure	Cost	Additional information	Additional Service Provider Comments

**Section 6
Required Forms**

6. Pricing Incentives and Rebates:

Please identify any incentive and rebates offered based on volume, dollar amounts, credits or other criteria below:

Rebate Description	Amount or Percentage



REQUIRED FORM 5 – M/W/SBE UTILIZATION

RFP # 269-2019-090

Citywide Document Management Services

The City maintains a strong commitment to the inclusion of MWSBEs in the City’s contracting and procurement process when there are viable subcontracting opportunities.

Companies must submit this form with their proposal outlining any supplies and/or services to be provided by each City-certified Small Business Enterprise (SBE), and/or City-registered Minority-owned Business Enterprise (MBE) and Woman-owned Business Enterprise (WBE) for the Contract. If the Company is a City-registered MWSBE, note that on this form.

Failure to submit this form shall deem a Proposal non-responsive. The City intends to award to multiple Companies with at least two Companies being certified MWSBEs.

Company Name:	
----------------------	--

Please indicate if **your company** is any of the following:

___ MBE ___ WBE ___ SBE ___ None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: _____ Effective Date: _____ Expiration Date: _____

Total MBE Utilization	%
Total WBE Utilization	%
Total SBE Utilization	%
Total MWSBE Utilization	%

Representative (signed): _____

Date

Representative Name

Section 6
Required Forms

**REQUIRED FORM 6 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS
RFP # 269-2019-090**

Citywide Document Management Services

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

REQUIRED FORM 7 – BYRD ANTI-LOBBYING CERTIFICATION

RFP # 269-2019-090

Citywide Document Management Services

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.

_____ (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

REQUIRED FORM 8 – CCPA PLAN

RFP # 269-2019-090

Citywide Document Management Services

Pursuant to N.C. G.S. 160A-461 and 143-129(e)(3), the City of Charlotte, Finance Department - City Procurement has established the Charlotte Cooperative Purchasing Alliance (CCPA). The purpose of the CCPA is to allow other public agencies regionally and nationwide to use contracts competitively solicited and awarded by the City of Charlotte (herein “City”). Combining the volumes of government agencies achieves cost effective pricing and reduces the administrative and overhead costs of suppliers and public agencies alike. By providing a comprehensive and competitively solicited Contract through a single bid process, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), state, other government agency or nonprofit organization can utilize the subsequent contract(s) without the need for further solicitation. Companies should consider the potential volumes when responding to this RFP. Participation by other entities is strictly voluntary and no volumes are guaranteed. Participating Public Agencies are required to register to purchase products or services through the CCPA.

More information about the CCPA can be found on the CCPA website at: www.charlottealliance.org.

The objective of this RFP is to utilize participation among the City, as well as various other Participating Public Agencies, to provide low cost reliable Products and Services. The Company must agree to receive orders from the City and all Participating Public Agencies and to provide all Services ordered to a specified City and Participating Public Agency address.

Companies **shall** include in detail how they will serve all Participating Public Agencies as it relates to the CCPA. Currently the CCPA has approximately 415 registered Participating Public Agencies in Arizona, California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, South Carolina, Tennessee, Texas, Virginia, Washington, West Virginia, and Wisconsin.

Please address the following:

1. Describe your company’s ability to provide Products/Services to any Participating Public Agencies in the contiguous 48 states; and the ability to deliver Products/Services in Alaska and Hawaii.
2. Address if your company has a national sales force, dealer network or distributor with the ability to serve Participating Public Agencies in all 50 U.S. states.
3. How do you monitor and report all spend by City/Participating Public Agencies to the City for auditing purposes?

The City will post all awarded contracts on the CCPA website, along with the respective vendor information. Please address the following accordingly:

1. Will your company allow the City to utilize their organization’s logo on the CCPA website?
2. Will your company be willing to advertise the CCPA logo and website on your organization’s website?
3. How do you plan to market the Contract(s) to other Participating Public Agencies?

REQUIRED FORM 9 – ENVIRONMENTAL PURCHASING RESPONSES

RFP # 269-2019-090

Citywide Document Management Services

Companies shall complete and submit the form below regarding the products or supplies required to perform the Services.

Question	Response
<p><u>Recycled Content.</u> Products must contain a certain percentage of recycled content. Please include the amount of recycled content, both pre- and post-consumer, included in your product.</p>	
<p><u>Recyclability.</u> Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.</p>	
<p><u>Life Cycle Management.</u> Please state how many times your product may be reused. (Since reusable products generally require more upfront costs than disposable products, they are often subjected to a cost/benefit analysis in order to determine the life cycle cost).</p>	
<p><u>End of Life Management.</u> Will the manufacturer or designee accept the product back at the end-of-life? (who pays for the transportation of the product may be situation-specific).</p>	

Sample Contract

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

{---Contract Title---}

Effective Date: {---Effective Date---}	City Vendor#: {---Vendor Number---}
Between the City of Charlotte (“City”) and {---Vendor Legal Name---}, (“{---Vendor Reference Name---}”)	
This cover sheet (“ Cover Sheet ”) and each of the attachments listed below (“ Attachments ”) together comprise a {---Contract Title---} (the “ Contract ”) entered into as of the Effective Date , 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.	
Service Terms General Conditions Price Schedule Scope of Services	Federal Contracting Terms Confidentiality Terms Cloud Technology Requirement CBI Forms Master Intergovernmental Purchasing Agreement
Term: This Contract will start on {---Contract Start Date---} and continue through midnight on {---Expiration Date---} through (the “ Initial Term ”).	Renewals: The City will have the option to renew this Contract for up to {---Number of Renewal Terms---} one-year terms by giving notice to {---Vendor Reference Name---} or by payment of an invoice during the renewal term.
<p>WHEREAS, the City on behalf of itself, South Carolina entities to include Aiken County, Beaufort County, Buffalo-Mt. Pisgah Fire Department, Burton Fire District, Charleston County, Cherokee Springs Fire Department, City of Charleston, City of Greenville, City of Greer, City of Loris, City of Marion, City of Mullins, City of Myrtle Beach, City of North Myrtle Beach, City of Spartanburg, City of West Columbia, Clarendon County, County of Lexington, Darlington County, Duncan Fire Department, Fairfield County, Florence County, Georgetown County, Georgetown County Water & Sewer District, Horry County, Lancaster County, Marion County, Oconee County, Orangeburg County, Richland County School District One, Rock Hill School District Three, Surfside Beach Fire Department, Town of Aynor, Town of Ft. Mill, Town of Pamplico, and Ware Shoals Fire Department, and all local government agencies and non-federal government agencies within Arizona, California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, Tennessee, Texas, Virginia, Washington, West Virginia, and Wisconsin, any city, county, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both private and public), other government agencies or nonprofit organizations that elect to access the Contract (herein “Participating Public Agency”) through the Charlotte Cooperative Purchasing Alliance (CCPA) issued a Request For Proposals (RFP # 269-2019-90) for Citywide Document Management Services dated May 22, 2019. This Request for Proposals together with all attachments and addenda, is referred to herein as the “RFP”; and</p> <p>Services. {---Vendor Reference Name---} agrees to perform the services described in the Attachments (“Services”) under the terms and conditions set forth in this Contract.</p> <p>Compensation. 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.</p> <p>Payment Cap: Notwithstanding any renewal, the City’s payment obligations under this Contract shall not exceed: {---Payment Cap---} (the “Payment Cap”) absent a written amendment executed by the City.</p>	<p>Email invoices to: cocap@charlottenc.gov</p> <p>-or-</p> <p>Mail invoices to the following: City of Charlotte A/P Attn: P.O. Box 37979 Charlotte, NC 28237-7979</p> <p>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.</p>

Sample Contract

Capitalized terms used in this Contract have the meanings assigned in this Contract	
City Business Contact {---City Admin First Name---} {---City Admin Last Name---} {---City Department---} {---City Main Contact Address---} {---City Admin City---}, {---City Admin State/---} {---City Admin Zip Code---} Phone: {---City Admin Office Phone---} Email: {---City Admin Email Address---}	Vendor Business Contact {---Vendor Primary Contact Name---} {---Vendor Legal Name---} {---Vendor Street1---} {---Vendor Street2---} {---Vendor City---}, {---Vendor State/Province---} {---Vendor Postal Code---} Phone: {---Vendor Phone---} Email: {---Vendor E-mail---}
By signing below, the parties accept and agree to the terms set forth in this Contract.	
{---Vendor Legal Name---}	City of Charlotte
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____ Date: _____	Title: _____ Date: _____
RESERVED	

SERVICE TERMS

This Attachment is incorporated into the {---Contract Title---} (“**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. **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 time cards, 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 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.
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 assign 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.

GENERAL CONDITIONS

This Attachment is incorporated into the {---Contract Title---} ("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. **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 sixty (60) 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.** The City may terminate this Contract at any time without cause by giving written notice to {---Vendor Reference Name---}. The City shall pay for Services rendered through the date of termination, subject to {---Vendor Legal Name---}'s compliance with Section 5 of the General Conditions.
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 within thirty (30) days after receipt of written notice that identifies the breach and the intent to terminate if not cured. The City may terminate this Contract for default without a cure period if {---Vendor Reference Name---}:
 - 5.1. Fails to obtain, maintain, or provide proof of the insurance policies and endorsements as required by this Contract; or
 - 5.2. Becomes more than ten (10) days late performing the Services; or
 - 5.3. Acts of fails to act 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. **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.
7. **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.
8. **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.
9. **REMEDIES.**
 - 9.1. **Right to Withhold Payment.** If {---Vendor Reference Name---} breaches any provision of this Contract, the City may elect to withhold all payments due until the breach has been fully cured. {---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.

9.2. **Other Remedies.** The remedies set forth in this Contract are cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other remedy available at law or in equity. Additional remedies may be set forth in the Attachments.

9.3. **Liquidated Damages.**

{---Vendor Reference Name---} acknowledges and agrees that the City may incur costs if {---Vendor Reference Name---} fails to meet the certain requirements set forth herein (including without limitation delivery times, inventory levels, accurate invoices, and reporting requirements). {---Vendor Reference Name---} further acknowledges and agrees that: (a) the City may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, {---Vendor Reference Name---} agrees to pay liquidated damages as follows:

Category	Description	Amount
Record loss	Failure to return a record when requested by City;/Deletion of record	\$125 per record
Record Damage	Damage to a City Record	\$75 per record

10. **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:

10.1. 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;

10.2. 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;

10.3. 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---}).

11. **INSURANCE.**

{---Vendor Reference Name---} shall purchase and maintain, during the life of this Contract, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance:

(a) Automobile Liability

Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

(b) Commercial General Liability

Bodily injury and property damage liability as shall protect {---Vendor Reference Name---} and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operation of this Contract whether such operations are performed by Company, any subcontractor or any person directly or indirectly

employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal and advertising injury liability, and contractual liability assumed under the indemnity provision of this Contract.

- (c) **Workers' Compensation Insurance**
Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

Contracts including Electronic Document Storage:

Professional Liability, including Network Security and Privacy Liability-Professional Liability as shall protect the Company and Company's employees for negligent acts, errors or omissions in performing the services under this contract. Network Security and Privacy Liability as shall protect the Company and its employees from claims alleging from the failure: (1) to provide adequate electronic or physical security to safeguard against the theft, loss or other threat to confidential information; or, (2) to protect information of the City in any format. This policy shall be specific to the performance of this Contract and shall provide combined single limit each occurrence/aggregate of \$3,000,000. Policy will include acts of rogue employees and have a retroactive date of no later than the first date services under this contract are to be performed.

{---Vendor Reference Name---} shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. {---Vendor Reference Name---} shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of {---Vendor Reference Name---} and/or subcontractor providing such insurance.

The City of Charlotte shall be named as additional insured under the commercial general liability insurance for operations and services rendered under this Contract. Certificates of all required insurance shall be furnished to the City within fourteen (14) calendar days after Contract award and prior to commencing any work. Certificates of insurance shall contain the provision that the City will be given thirty (30) day written notice of any intent to

amend or terminate by either the insured or the insuring Company.

Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.

If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve {---Vendor Reference Name---} from meeting all insurance requirements or otherwise being responsible for the subcontractor.

- 12. **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:

Phil Reiger	Adam Jones
Department of General Services	City Attorney's Office
600 East Fourth Street	600 East Fourth Street
Charlotte, NC 28202	Charlotte, NC 28202
704-336-4896	704-336-3012
preiger@charlottenc.gov	amjones@charlottenc.gov

Vendor Legal Notice Name
{---Vendor Reference Name---}
Legal Notice Contact

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.** The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). As a condition of entering into this Contract {---Vendor Reference Name---} agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, {---Vendor Reference Name---} shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers, in connection with a City contract or contract solicitation process, nor shall {---Vendor Reference Name---} retaliate against any person or entity for reporting instances of such discrimination. {---Vendor Reference Name---} shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this Contract, {---Vendor Reference Name---} agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five years, including the total dollar amount paid by Company on each subcontract or supply contract. {---Vendor Reference Name---} further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation

that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

{---Vendor Reference Name---} agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

{---Vendor Reference Name---} understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of {---Vendor Reference Name---} from participating in City contracts and other sanctions.

16. **REQUIRED BY STATE LAW.**

a. E-Verify. {---Vendor Reference Name---} will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

b. NC Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel. {---Vendor Reference Name---} certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C. Gen. Stat. §147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C. Gen. Stat. §147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List 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/finance/procurement/cbi/Pages/library.aspx>. The parties agree that:

17.1. The terms of the City's CBI Policy, as revised from time to time, together with all rules and guidelines established under such program (collectively, the "CBI Policy") are incorporated into this Contract by reference; and

17.2. A violation of the CBI Policy 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; and

17.3. Without limiting any of the other remedies the City has under the CBI Policy, the City shall be entitled to withhold periodic payments and final payment due to {---Vendor Reference Name---} under this Contract until the City has received in

a form satisfactory to the City all claim releases, payment affidavits, and other documentation required by the City's CBI Policy, and in the event payments are withheld under this provision, {---Vendor Reference Name---} waives any right to interest that might otherwise be warranted on such withheld amount under N.C. Gen. Stat. §143-134.1; and

- 17.4. The remedies set forth in the CBI Policy shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy; and
- 17.5. The City will incur costs if {---Vendor Reference Name---} violates the CBI Policy, and such costs are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, {---Vendor Reference Name---} agrees to pay the City liquidated damages at the rates set forth in the CBI Policy.
- 17.6. {---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 Policy.
- 17.7. 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	%
Total MWSBE Utilization	%

{---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 AFFIDAVITS. As a condition to receiving payments under this Contract, {---Vendor Reference Name---} agrees to provide payment affidavits detailing the amounts paid by {---Vendor Reference Name---} to all subcontractors and suppliers receiving payment in connection with this Contract ("Payment Affidavit"). The absence of MWSBE participation on a contract does not relieve {---Vendor Reference Name---} from the obligation to submit payment affidavits.

The payment affidavit shall be submitted at such times as required by the City. In order to properly file a Payment Affidavit, {---Vendor Reference Name---} and all subcontractors and suppliers under the Contract must be registered in the City's vendor registration system and the City's compliance management system. Payment Affidavits shall be in the format specified by the City from time to time. {---Vendor Reference Name---} consents to submit its Payment Affidavits via the City's selected electronic compliance management system, at the City's option. Failure to provide such affidavits within the time period specified by the City shall entitle

the City to exercise any of the remedies set forth in the Charlotte Business Inclusion Policy.

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.

PRICE SCHEDULE

This Attachment is attached and incorporated into the {---Contract Title---} (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.

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

[Pricing Table to be Inserted]

SCOPE OF SERVICES

This Attachment is attached and incorporated into the {---Contract Title---} (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.

FEDERAL CONTRACTING TERMS

This Attachment is attached and incorporated into the {---Contract Title---} (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.

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.
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:
 - a. 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.
 - b. 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)].
 - c. {---Vendor Reference Name---} shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- d. {---Vendor Reference Name---}'s completed Form XX –Byrd Anti-Lobbying Certification is incorporated herein as Form [ATTACHMENT LETTER] 2 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.

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.

CBI FORMS

This Attachment is attached and incorporated into the {---Contract Title---} (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.

**Company's completes MWSBE UTILIZATION FORM from Proposal Submission.
Completed CBI Form 4 (Letter of Intent) for each committed Subcontractor**

[CBI Form 6: Payment Affidavit – Subcontractor/Supplier Utilization](#) shall be submitted for all invoices including Services rendered utilizing one or more subcontractors. Failure to submit this form as required in **General Services, Section 18.3** may result in delays in processing payments.



CBI FORM E: Payment Affidavit - Subcontractor / Supplier Utilization

Per Part D, Section 9 of the CBI Policy, for Contracts of \$10,000 or more, Contractors must submit this form with each request for payment from the City of Charlotte showing work that has been completed and approved for all subcontractors, suppliers, manufacturers, brokers, and / or members of a joint venture in connection with the Contract. Copy this form as needed. The Contractor on the Prime Contract (i.e. prime) is responsible for collecting and submitting CBI Form 6 from all subsequent lower tiers.

Project Name: _____

Contractor Name: _____ Payment / Invoice #: _____

Contract Number: _____ Invoice Amount: \$ _____

Payment Period: From _____ To _____ City Department: _____

FINAL PAYMENT Check this box only when submitting Final Pay request.

Section 1: Payments to SUBCONTRACTORS (MBEs/SBEs and Non-MBEs/SBEs)

Complete the chart below for all subcontractors used on the Project/Contract regardless of dollar amount. All subcontractors must be registered in the City's Vendor System.

Subcontractor's Name	Certification: SBE/MBE	Description of Work Performed	NAIC Code	Vendor #	Payments this Period	Cumulative Payments

Section 2: Payments to SUPPLIERS

All suppliers providing goods under City contracts must be listed on the Sales Tax Statement submitted with each pay request. The City may request on a case-by-case basis that the Contractor require certain suppliers to be registered in the City's Vendor System and may withhold payment of any amounts due the Contractor in the event the Contractor fails to comply with such request.

The undersigned Business Enterprise certifies the preceding chart is a true and accurate statement of all payments that have been made to subcontractors on this Project/Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Affidavit. If no subcontractors or suppliers are listed on the preceding chart or Sales Tax Statements, the Business Enterprise certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the Charlotte Business Inclusion Policy and may result in the sanctions prescribed therein.

This _____ day of _____, 20 _____

Signature	Print Name and Title			
_____	SBE Goal:	%	MBE Goal:	%
Total Paid to Contractor: \$	SBE Goal Commitment:	%	MBE Goal Commitment:	%
Total Paid to SBEs: \$	SBE Goal Attainment:	%	MBE Goal Attainment:	%
Total Paid to MBEs: \$				

CLLOUD TECHNOLOGY REQUIREMENTS

This Attachment is attached and incorporated into the {---Contract Title---} (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.

- 1. CLOUD SERVICES.** This Attachment sets forth the terms and conditions under which {---Vendor Reference Name---} agrees to provide the Cloud Services. {---Vendor Reference Name---} will complete the following tasks as part of day to day management of these Cloud Services on all environments (dev, test, prod, etc.). For all Cloud Services {---Vendor Reference Name---} will be responsible for any third party support required.

1.1. OPERATIONS.

- 1.1.1. {---Vendor Reference Name---} will be fully responsible for all infrastructure and Software implementation and maintenance. The City's responsibilities will be limited to end-user administration of the Cloud Services.
- 1.1.2. {---Vendor Reference Name---} will provide a Cloud Services configuration that provides average City on site response time of 1 second to any end user inquiry or submission. Maximum response time to any end user inquiry or submission will be 5 seconds. Extended deviations from these performance targets will be treated as priority two or priority one incidents according to language established in the Service Level Agreement section.
- 1.1.3. Communications between {---Vendor Reference Name---} and any other hosted vendor services will be routed through the City's network rather than directly connecting from vendor to vendor. The City is responsible for network integrations to all third party products.

1.2. BACKUP AND RECOVERY.

- 1.2.1. As a part of the Cloud Services, {---Vendor Reference Name---} is responsible for maintaining a backup of Contract Data, for an orderly and timely recovery of such data in the event that the Cloud Services may be interrupted.
- 1.2.2. {---Vendor Reference Name---} shall maintain a contemporaneous backup of Contract Data that can be recovered within 2 hours at any point in time.
- 1.2.3. Backup strategy shall ensure that the City will never have any more than 15 minutes of data loss in the event of a required recovery or failover to the disaster recovery installation.
- 1.2.4. {---Vendor Reference Name---} will acquire City authorization before performing any recovery operation that will result in any Contract Data loss.
- 1.2.5. Additionally, {---Vendor Reference Name---} shall store a backup of Contract Data in a remote facility (physically separate from the production facility) no less than daily, maintaining the security of Contract Data, the security requirements of which are further described herein.

1.3. MAINTENANCE AND UPGRADES.

- 1.3.1. SCOPE. {---Vendor Reference Name---} maintenance and upgrade responsibilities include all {---Vendor Reference Name---}-delivered customizations, modifications, integrations, and configurations.
- 1.3.2. SCHEDULED MAINTENANCE. {---Vendor Reference Name---} will conduct regular maintenance and upgrades only during scheduled times. The agreed upon scheduled time for maintenance and upgrades is Saturday nights from 11pm to Sunday mornings 11:00am EST (the "Scheduled Maintenance Window"). {---Vendor Reference Name---} must receive authorization from the City before performing any scheduled maintenance.
- 1.3.3. UNSCHEDULED MAINTENANCE. In the event that {---Vendor Reference Name---} determines that any unscheduled maintenance is necessary, {---Vendor Reference Name---} must contact the City to get authorization before performing the unscheduled maintenance.
- 1.3.4. RELEASE UPGRADES. Unless the City directs otherwise in writing, {---Vendor Reference Name---} will upgrade to new releases within 1 year of release. {---Vendor Reference Name---} will closely coordinate these upgrades with the City, including scheduled time and expected duration. Maintenance activities will be completed within the Scheduled Maintenance Window defined above.

2. LICENSE GRANT.

2.1. {---Vendor Reference Name---} grants the City and its Affiliates a royalty free, non-exclusive, license to use and access the Software through the Cloud Services for as long as the City purchases services.

2.2. Pursuant to this license, the City and its Affiliates may:

2.2.1. Use the Software and the Documentation for all purposes set forth or referenced in this Contract or the City's RFP or {---Vendor Reference Name---}'s Proposal, including but not limited to: (a) the operation and use of the System, (b) internal training and testing, (c) development, (d) disaster recovery, backup, archive and restore testing and implementation purposes and (e) any other purpose related to the above;

2.2.2. Allow direct and remote access to the Software and Documentation by an unlimited number of users and departments of: (a) the City; (b) any Affiliate, (c) any other entity to which the City provides services through use of the System; and (d) any other person or entity to which the City needs to allow access in order to provide services to any of the above through the System; and

2.2.3. Integrate the Software and the Documentation using its own resources or through a third party.

2.3. *RESTRICTIONS ON USE.* The City shall not use, copy, disclose or distribute the Software except as permitted by this License.

2.4. *THIRD PARTY ACCESS.* The City may allow access to the Software and Documentation by third party Contractors to modify, improve, enhance, update, integrate and make derivative works of the Software and the Documentation; provided that such third parties execute an agreement containing provisions substantially similar to those set forth in the Confidentiality Agreement

2.5. *DELIVERY, TESTING AND ACCEPTANCE.*

2.5.1. *DELIVERY.* {---Vendor Reference Name---} shall cause the Software to be delivered, configured and integrated at the times set forth in the Scope of Implementation Services, the Project Schedule and the Project Plan. Any breach by {---Vendor Reference Name---} under the Contract shall constitute a breach of this license.

2.5.2. *ACCEPTANCE.* The Software shall not be deemed to have been accepted by the City until System Acceptance has occurred.

2.6. Any configurations and/or integrations created by {---Vendor Reference Name---} shall become part of the Software. Licensing of the Software shall remain subject to the terms of the Contract and any software license that may be included in the Contract at all times, provided that such license terms shall not restrict the City's ability to use the Cloud Services as provided in this Exhibit.

2.7. As these Cloud Services are hosted by {---Vendor Reference Name---}, licensing of the Software to the City includes licensing and maintenance for any and all necessary components required for the Cloud Services to operate (hardware, Platform Software, etc.)

2.8. The City may, at its sole option, cancel the Cloud Services and bring the Software on premise or the City may hire a third party to host the Software at no penalty to the City .

3. **LICENSE FROM THE CITY.** The City grants {---Vendor Reference Name---} the non-exclusive, non-transferable, license to copy, store, record, transmit, maintain, display, view, print or otherwise use Contract Data solely to the extent necessary to provide the Cloud Services to the City and its Affiliates.

4. **ON PREMISE THIRD-PARTY SOFTWARE.** The City agrees to use the following software produced by third parties to access the Cloud Services; "browser" software that supports a data security protocol compatible with the protocol used by {---Vendor Reference Name---} [, list other software here as applicable]. {---Vendor Reference Name---} is responsible for notifying the City of any upgrades, fixes or enhancements to any such third party software required to access services provided by {---Vendor Reference Name---}.

5. MODIFICATION TO OR DISCONTINUATION OF SERVICES.

5.1 The City acknowledges that {---Vendor Reference Name---} may periodically, with written authorization from the City, need to modify, temporarily or permanently, the Cloud Services (or any part thereof).

5.1.1 In the event that {---Vendor Reference Name---} modifies the Cloud Services in a manner that removes or disables a feature or functionality on which the City materially relies, {---Vendor Reference Name---}, at the City's request, shall use commercially reasonable efforts to substantially restore such functionality to the City. [NOTE: If the City will be making a substantial investment in infrastructure or services to implement the Software or to enable use of the Cloud Services, then this clause needs to be modified to state that {---Vendor Reference Name---} "shall substantially restore...."].

5.1.2 Without limiting any other rights the City has to terminate the Contract, in the event that {---Vendor Reference Name---} is unable to substantially restore such functionality, the City shall have the right, at its option, to either (i) terminate the Cloud Services and receive a pro-rata refund of the fees paid for use of the Cloud Services which was paid for by the City, but not yet furnished by {---Vendor Reference Name---} as of the date of such termination, or (ii) terminate the Cloud Services as provided in the preceding subpart (i) and terminate the Contract as provided in Section 7 of the General Terms.

5.2 The City also acknowledges that {---Vendor Reference Name---} reserves the right to discontinue offering the Services. However, because moving to another solution may be a substantial effort for the City, {---Vendor Reference Name---} agrees to give the City as much written notice as possible, but not less than 180 days, before discontinuing the Services.

5.2.1 In the event that {---Vendor Reference Name---} discontinues offering the Services, the City shall receive a pro-rata refund of the fees paid for use of the Cloud Services which was paid for by the City, but not yet furnished by {---Vendor Reference Name---} as of the date of such termination. [NOTE: Where the City is making a substantial investment in infrastructure or services, add the following: "If {---Vendor Reference Name---} discontinues offering the Services within the first five years of the Contract term, the City shall be entitled to a pro rata refund of all fees paid to {---Vendor Reference Name---} for the implementation of the Services."]

6. SERVICE LEVEL AGREEMENT.

6.1. AVAILABILITY. Outside of Scheduled Maintenance, {---Vendor Reference Name---} guarantees 99.9% or greater uptime. Availability will be calculated per month, as follows:

$$\frac{(\text{Service Time} - \text{Non-excluded Downtime} - \text{Excluded Downtime})}{(\text{Service Time} - \text{Excluded Downtime})} * 100$$

6.1.1. "Service Time" is the total minutes for a given calendar month

6.1.2. "Excluded Downtime" is all unavailability caused by (1) scheduled or mutually agreed upon downtime; (2) downtime on non-production systems; (3) failure of City's Internet access or City-managed connectivity components; or (4) equipment or software managed by the City

6.1.3. "Non-excluded Downtime" is all downtime that is not Excluded Downtime

6.2. OTHER SERVICE LEVEL DEFINITIONS.

6.2.1. "Resolution" means the problem was completely repaired and that no further actions are necessary

6.2.2. "Workaround" means a temporary repair established to allow the City to continue use of the Cloud Services, until a permanent Resolution can be implemented

6.3. SERVICE LEVEL REPORTS. Service Provider will provide monthly Service Level Reports, which will include performance and availability statistics. {---Vendor Reference Name---} will perform the performance and availability calculations, but will provide the source data to the City on request, in the event that the City would like to validate the results.

6.4. SERVICE LEVELS REVIEWS. Service Provider and Customer will meet as often as shall be reasonably requested by the City, but no more than monthly, to review the performance of {---Vendor Reference Name---} as it relates to the Service Levels further described below.

6.5. {---Vendor Reference Name---} will monitor all aspects of Cloud Services availability and will notify the City of any outage within 30 minutes of discovery via telephone and email for any Priority 1 outage, and by email for any Priority 2 or below outage.

6.6. The City shall assign an initial priority level for each problem reported, either verbally or in writing, based on the conditions described below. {---Vendor Reference Name---} will work with the City to upgrade or downgrade the level of a particular problem to a different priority level, if after examining the problem there is reason to do so. Notwithstanding the foregoing, {---Vendor Reference Name---} shall not upgrade or reduce the level of priority of a particular error to a different priority without the City's consent, which consent may not be unreasonably withheld or delayed.

6.7. REMEDIES FOR FAILURE TO MEET RESOLUTION AND WORKAROUND TIMES. The City shall be entitled to invoke the following remedies for {---Vendor Reference Name---}'s failure to meet the Workaround times or Resolution times stated below. Such amounts shall be in the form of a refund for amounts paid, or, at {---Vendor Reference Name---}'s option, service credit for amounts payable during the year in question, provided that if there are no amounts payable during the year in question, {---Vendor Reference Name---} shall provide the City with a refund of amounts paid for such year. Workarounds and resolutions must be agreed to by the City to be considered valid. The requirements set forth in the following chart apply to Cloud Services in the production environment, and not to testing or development environments.

Priority One: Critical	<p>Priority One applies if the problem results in:</p> <ul style="list-style-type: none"> • Cloud Service down with no workaround, or performance degraded by more than 10% from contractual performance standards (measured end-to-end) for > 15 minutes and multiple users are impacted, OR • Loss of data or data corruption, OR • Jeopardized safety or security.
Service Level	<ul style="list-style-type: none"> • Immediate email escalation to Technical Support, followed by warm handoff • Resolution Time: 8 Hours • Workaround Time: 1 Hour • Target Updates: Every 30 minutes until Resolution
Service Level Credit	<ul style="list-style-type: none"> • Six percent (6%) of the annual Cloud Services Fees paid or payable by the City for each instance where {---Vendor Reference Name---} fails to address a Priority One problem within the Resolution and Workaround times specified above. • For each 24 hour period that a Priority One Defect continues beyond the Resolution or Workaround times stated above, an additional six percent (6%) of the annual Cloud Services Fees paid or payable by the City.
Termination Trigger	<p>Without limiting any other rights the City has to terminate the Contract, the City may exercise the right to terminate this Contract immediately for default upon written notice to {---Vendor Reference Name---} in the event that a Priority One problem continues in duration without either a Resolution or Workaround for more than 24 hours after it is first reported by the City. In the event of such termination, the City shall receive a pro-rata refund of the fees paid for use of the Cloud Services which was paid for by the City, but not yet furnished by {---Vendor Reference Name---} as of the date of such termination.</p>

Priority Two: High	<p>Priority Two applies if the problem results in:</p> <ul style="list-style-type: none"> • Production Service is severely impaired making use of the Service difficult, complicated, cumbersome, or slow and multiple users or records are impacted, OR • The Service is at risk because of a known vulnerability.
Service Level	<ul style="list-style-type: none"> • Immediate email escalation to Technical Support, followed by warm handoff • Resolution Time: 24 Hours • Workaround Time: 2 Hours • Target Updates: Every hour until Resolution
Service Level Credit	<ul style="list-style-type: none"> • Six percent (6%) of the annual Cloud Services Fees paid or payable by the City for each instance where {---Vendor Reference Name---} fails to address a Priority Two problem within the Resolution and Workaround times specified above. • For each 48 hour period that a Priority Two Defect continues beyond the Resolution or Workaround times stated above, an additional six percent (6%) of the annual Cloud Services Fees paid or payable by the City.
Termination Trigger	<p>Without limiting any other rights the City has to terminate the Contract, the City may exercise the right to terminate this Contract immediately for default upon written notice to {---Vendor Reference Name---} in the event that a Priority Two problem continues in duration without either a Resolution or Workaround for more than 120 hours after it is first reported by the City. In the event of such termination, the City shall receive a pro-rata refund of the fees paid for use of the Cloud Services which was paid for by the City, but not yet furnished by {---Vendor Reference Name---} as of the date of such termination.</p>

Priority Three: Medium	<p>Priority Three applies if the problem results in:</p> <ul style="list-style-type: none"> • Small maintenance issues, non-critical bug fix with workaround, no immediate impact, single user or record impact.
Service Level	<ul style="list-style-type: none"> • Notification upon awareness of the incident. Begin resolution within 4 hours. • Target Resolution Time: 96 Hours or Planned Release • Target Workaround Time: 8 Hours • Target Updates: Every 24 hours until Resolution

Priority Four: Low	<p>Any problem related to the Service which does not fall within Priority One, Two, or Three and results in:</p>
-------------------------------	--

	<ul style="list-style-type: none">• Enhancement Requests• Cosmetic Changes
Service Level	<ul style="list-style-type: none">• Notification upon awareness of the incident. Begin resolution within 1 Business Day.• Target Resolution Time: 5 Business Days or Planned Release• Target Workaround Time: 5 Business Days• Target Updates: Every 10 Business Days until Resolution

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Charlotte Cooperative Purchasing Alliance (CCPA) Master Intergovernmental Cooperative Purchasing Agreement will allow a Participating Public Agency to purchase commodities and/or services from any and all CCPA Contracts, under the same terms, conditions and prices as stated in each contract competitively solicited and awarded by the City of Charlotte, North Carolina (“Contracting Agent”) on behalf of itself and all other public agencies. It is hereby agreed to by CCPA and the Participating Public Agency (Participants) that:

1. CCPA has followed procurement procedures for products and/or services offered by this Agreement in accordance with CCPAs governing procurement statutes and regulations.
2. The cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
3. It is the sole responsibility of each Participating Public Agency to follow their state procurement statutes as it pertains to cooperative purchasing, and the rules and regulations that govern each Participant’s procurement practices.
4. CCPA cooperative purchasing contracts are available to Participating Public Agencies “as is,” and CCPA is under no obligation to revise the terms, conditions, scope, price, and/or other conditions of the contract for the benefit of the Participants.
5. It is the sole responsibility of the Participating Public Agency to accept delivery of products and/or services, and the Participants hereby agree to make timely payments to each Company for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Participating Public Agency and the Company are to be resolved between the Participating Public Agency and the Company.
6. The City of Charlotte shall not be held liable for any costs, damages, expenses, fees, or liabilities incurred by any other Participating Public Agency as a result of any contract or other arrangement entered into between that Participant and the Company.
7. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
8. This Agreement incorporates all Contracts, covenants and understandings between CCPA and the Participating Public Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed, or amended except by written revision or addendum executed by both parties.
9. This agreement is non-exclusive and shall not in any way preclude Participating Public Agencies from entering into similar agreements and/or arrangements with other Cooperative Purchasing Programs, or from acquiring similar goods and services from other sources.
10. This agreement shall take effect after the Participating Public Agency submits the competed electronic CCPA registration and shall remain in effect until termination by a party giving 30 days written notice to the other party.