

| | |
|--|--|
| <p>Effective Date: July 21, 2023</p> | <p>City Vendor#: 309718</p> |
| <p>Between the City of Charlotte (“City”) and Randall Willie dba Mar’s Shredding and Recycling (“Mar’s Shredding and Recycling”)</p> | |
| <p>This cover sheet (“Cover Sheet”) and each of the attachments listed below (“Attachments”) together comprise a Citywide Document Management Services (the “Contract”) entered into as of the Effective Date, between Randall Willie dba Mar’s Shredding and Recycling, a corporation registered to do business in North Carolina and the City of Charlotte, a North Carolina municipal corporation.</p> | |
| <p>A – Service Terms B – General Conditions C – Price Schedule D – Scope of Services E – Federal Contracting Terms F – Federal Transit Contracting Terms</p> | <p>G – Aviation Specific Federal Terms H – Confidentiality Terms I – CCPA Plan Certification J – Master Intergovernmental Purchasing Agreement K – M/W/SBE Certification</p> |
| <p>Term: This Contract will start on the Effective Date and continue through October 31, 2023, (the “Initial Term”).</p> | <p>Renewals: The City will have the option to renew this Contract for up to two (2) one-year terms by giving notice to Mar’s Shredding and Recycling or by payment of an invoice during the renewal term.</p> |
| <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. Mar’s Shredding and Recycling 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: \$300,000 (the “Payment Cap”) absent a written amendment executed by the City.</p> <p>Capitalized terms used in this Contract have the meanings assigned in this Contract</p> | <p>Email invoices to: cocap@charlottenc.gov</p> <p>-or-</p> <p>Mail invoices to the following:</p> <p>City of Charlotte A/P Attn: General Services/CCPA 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> |
| <p>City Business Contact</p> <p>Marcy Mars City Procurement 600 East Fourth Street Charlotte, North Carolina 28202 Phone: 980-260-9396 Email: marcy.mars@charlottenc.gov</p> | <p>Vendor Business Contact</p> <p>Randall Willie Randall Willie dba Mar’s Shredding and Recycling 3647 Hatwynn Road Charlotte, North Carolina 28269 Phone: 704-607-3459 Email: Randall@marsshredding.net</p> |

By signing below, the parties accept and agree to the terms set forth in this Contract.

RANDALL WILLIE DBA MAR'S SHREDDING AND RECYCLING:

Signature: *[Handwritten Signature]*

Print Name: RANDALL D WILLIE

Title: PRESIDENT Date: 8/3/23

CITY OF CHARLOTTE:

Signature: See Attachment Below

Print Name: _____

Title: _____ Date: _____

RESERVED

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



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: July 21, 2023

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2021000429

Amendment #:

Contract Name: Citywide Document Management Services

Vendor Legal Name: Randall Willie dba Mar's Shredding and Recycling

Vendor #: 309178

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Reenie Asken
Key: f68f2b82106208b08804836a6d96b8

ATTACHMENT A - SERVICE TERMS

This Attachment is incorporated into the Citywide Document Management Services (“**Contract**”) between the City of Charlotte (“**City**”) and Randall Willie dba Mar’s Shredding and Recycling (Mar’s Shredding and Recycling). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **Services.** Mar’s Shredding and Recycling 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.** Mar’s Shredding and Recycling 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, Mar’s Shredding and Recycling 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, Mar’s Shredding and Recycling will keep documentation sufficient to verify the amounts billed to the City. The City has the right to audit Mar’s Shredding and Recycling’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. Mar’s Shredding and Recycling 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.** Mar’s Shredding and Recycling acknowledges and agrees that Mar’s Shredding and Recycling’s employees and subcontractors are not employees of the City. Mar’s Shredding and Recycling represents, warrants, and covenants that Mar’s Shredding and Recycling 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. Mar’s Shredding and Recycling shall indemnify, defend, and hold harmless the City and the City’s 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 Mar’s Shredding and Recycling 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**”). Mar’s Shredding and Recycling hereby assign and transfers all rights in the Intellectual Property to the City. Mar’s Shredding and Recycling 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. Mar’s Shredding and Recycling 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 Mar’s Shredding and Recycling a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. Mar’s Shredding and Recycling may not use the Intellectual Property for other purposes without the City’s prior written consent, and Mar’s Shredding and Recycling agrees to treat the Intellectual Property and all City data with the same level of protection that Mar’s Shredding and Recycling afford Mar’s Shredding and Recycling’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. Mar’s Shredding and Recycling 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.** Mar’s Shredding and Recycling will treat Contract Data as Confidential Information under this Contract. Mar’s Shredding and Recycling 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 Mar's Shredding and Recycling will be providing work product under this Contract that is based on an analysis of data Mar's Shredding and Recycling will provide the City with all data supporting Mar's Shredding and Recycling's analysis ("Supporting Data") in a machine-readable format, together with a written description of the methods of analysis. Excluding Confidential Information of Mar's Shredding and Recycling (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, Mar's Shredding and Recycling shall request it in writing in a timely manner. If Mar's Shredding and Recycling will be delayed in performing due to any failure by the City to provide a resource required by this Contract, Mar's Shredding and Recycling 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 Mar's Shredding and Recycling from any failure or delay in performance unless Mar's Shredding and Recycling has followed these steps. The duration of any excused delay will be limited to the time period after Mar's Shredding and Recycling has followed these steps.
- 12. Compensation for Termination Without Cause.** If the City terminates this Contract without cause, the City shall pay Mar's Shredding and Recycling 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 Mar's Shredding and Recycling 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, Mar's Shredding and Recycling will not: (i) remove Key Personnel from performance of this Contract or permit Mar's Shredding and Recycling's subcontractors to remove Key Personnel from performance of this Contract; or (ii) materially reduce or allow Mar's Shredding and Recycling'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, Mar's Shredding and Recycling will promptly comply with the request and provide the City with the requisite background materials for a proposed alternate or successor. If Mar's Shredding and Recycling does not believe the City has reasonable grounds for making the request, Mar's Shredding and Recycling 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 Mar's Shredding and Recycling loses or damages any data in the City's possession, Mar's Shredding and Recycling will, at Mar's Shredding and Recycling's own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at Mar's Shredding and Recycling'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.** Mar's Shredding and Recycling will treat as confidential information all data and materials provided by or processed for the City in connection with this Contract. Mar's Shredding and Recycling 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, Mar's Shredding and Recycling will conduct a background check on each Mar's Shredding and Recycling 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, Mar's Shredding and Recycling will, on an annual basis, perform a Background Check for each Mar's Shredding and Recycling 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 Mar's Shredding and Recycling undertakes a new project under this Contract, then prior to commencing performance of the project Mar's Shredding and Recycling will perform a Background Check for each Mar's Shredding and Recycling 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 Mar's Shredding and Recycling 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. Mar's Shredding and Recycling 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. Mar's Shredding and Recycling 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 Mar's Shredding and Recycling as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

ATTACHMENT B - GENERAL CONDITIONS

This Attachment is incorporated into the Citywide Document Management Services ("Contract") between the City of Charlotte ("City") and Randall Willie dba Mar's Shredding and Recycling (Mar's Shredding and Recycling). 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 Mar's Shredding and Recycling shall detail all Services performed and delivered which are necessary to entitle Mar's Shredding and Recycling to the requested payment under the terms of this Contract. All invoices must include an invoice number and the City purchase order number for purchases made under this Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.
3. **PAYMENT TERMS.** The City will pay undisputed, properly submitted invoices within thirty (30) days after receipt. As a condition of payment, Mar's Shredding and Recycling must invoice the City for Services within sixty (60) days after the Services are performed. Mar's Shredding and Recycling 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 Mar's Shredding and Recycling. The City shall pay for Services rendered through the date of termination, subject to Randall Willie dba Mar's Shredding and Recycling'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 Mar's Shredding and Recycling:
 - 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, Mar's Shredding and Recycling will promptly provide to the City, at no cost, (i) all data, materials, software, and equipment provided to Mar's Shredding and Recycling 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.** Mar's Shredding and Recycling 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) Mar's Shredding and Recycling 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) Mar's Shredding and Recycling has the requisite power and authority to execute and perform this Contract. Mar's Shredding and Recycling represents and warrants that the execution, delivery, and performance of this Contract have been duly authorized by Mar's Shredding and Recycling. Additional warranties may be set forth in the Attachments.
9. **REMEDIES.**
 - 9.1. **Right to Withhold Payment.** If Mar's Shredding and Recycling breaches any provision of this Contract, the City may elect to withhold all payments due until the breach has been fully cured. Mar's Shredding and Recycling 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.** Mar's Shredding and Recycling acknowledges and agrees that the City may incur costs if Mar's Shredding and Recycling fails to meet the certain requirements set forth herein (including without limitation delivery times, inventory levels, accurate invoices, and reporting requirements). Mar's Shredding and Recycling 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, Mar's Shredding and Recycling 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, Mar's Shredding and Recycling shall indemnify, defend, and hold harmless the City and the City' 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 Mar's Shredding and Recycling or any of Mar's Shredding and Recycling'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 Mar's Shredding and Recycling 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, Mar's Shredding and Recycling 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 Mar's Shredding and Recycling 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, Mar's Shredding and Recycling shall promptly refund to the City all amounts paid under this Contract.

In any case in which Mar's Shredding and Recycling 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 Mar's Shredding and Recycling).

11. INSURANCE.

Mar's Shredding and Recycling 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 Mar's Shredding and Recycling 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.

Mar's Shredding and Recycling 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. Mar's Shredding and Recycling 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 Mar's Shredding and Recycling 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 Mar's Shredding and Recycling 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 Mar's Shredding and Recycling 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:

| | |
|--|--|
| Marcy Mars | Adam Jones |
| City Procurement | City Attorney's Office |
| 600 East Fourth Street | 600 East Fourth Street |
| Charlotte, NC 28202 | Charlotte, NC 28202 |
| 980-260-9396 | 704-336-3012 |
| marcy.mars@charlottenc.gov | adam.m.jones@charlottenc.gov |

| |
|--|
| Randall White |
| Mar's Recycling & Shredding |
| 3647 Hatwynn Rd |
| Charlotte, NC 28269 |
| 704-607-3459 |
| Randall@marshredding.net |

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, Mar's Shredding and Recycling will obey all instructions and City policies applicable to City employees and contractors that Mar's Shredding and Recycling is made aware of. If Mar's Shredding and Recycling causes damage to the City's equipment or facilities, Mar's Shredding and Recycling will promptly repair or replace such damaged items at Mar's Shredding and Recycling'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 Mar's Shredding and Recycling 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 Mar's Shredding and Recycling 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, Mar's Shredding and Recycling 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 Mar's Shredding and Recycling retaliate against any person or entity for reporting instances of such discrimination. Mar's Shredding and Recycling 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, Mar's Shredding and Recycling 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. Mar's Shredding and Recycling 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.

Mar's Shredding and Recycling 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

Mar's Shredding and Recycling 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 Mar's Shredding and Recycling from participating in City contracts and other sanctions.

16. REQUIRED BY STATE LAW.

a. E-Verify. Mar's Shredding and Recycling 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. Mar's Shredding and Recycling 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 Mar's Shredding and Recycling 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, Mar's Shredding and Recycling 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 Mar's Shredding and Recycling violates the CBI Policy, and such costs are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, Mar's Shredding and Recycling agrees to pay the City liquidated damages at the rates set forth in the CBI Policy.
- 17.6. Mar's Shredding and Recycling 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 Mar's Shredding and Recycling from any obligation it may have under N.C. Gen. Stat. §143-134.1 regarding the payment of subcontractors.
- 18. RESERVED.**
- 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 Mar's Shredding and Recycling 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 Mar's Shredding and Recycling, 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. Mar's Shredding and Recycling 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) Mar's Shredding and Recycling may list the City as a reference, and (ii) Mar's Shredding and Recycling 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. Mar's Shredding and Recycling 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. Mar's Shredding and Recycling will not take any action that is or is likely to be perceived as conflict of interest under this Contract. Mar's Shredding and Recycling has not made and will not make any gifts to City

employees or officials in connection with this Contract.

- 19.14. COMPLIANCE WITH LAWS. Mar's Shredding and Recycling and its subcontractors will comply with all local, state, and federal ordinances, statutes, laws, rules, regulations, and standards ("Applicable Law") in performing this Contract. Mar's Shredding and Recycling represents and warrants that each deliverable provided under this Contract will comply with all Applicable Law, including without limitation the Americans With Disabilities Act.
- 19.15. PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. §159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.

ATTACHMENT C - PRICE SCHEDULE

This Attachment is attached and incorporated into the Citywide Document Management Services (the "Contract") between the City of Charlotte and Randall Willie dba Mar's Shredding and Recycling (Mar's Shredding and Recycling). 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.

1. Administrative Fees:

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. MAR'S SHREDDING AND RECYCLING agreed to the Administrative Fee below:

| |
|----|
| 1% |
|----|

2. Shredding Services:

Mar's Recycling and Shredding Services shall provide Scanning Services at the pricing listed below:

| Services | Unit Of Measure | Cost | Additional information |
|---|---------------------|---------|--|
| Paper, per bin at City Facility | Per 96-gallon bin | \$22 | Specify bin capacity 96 gallon/100 lb. console |
| | Per 100 lb. console | \$18 | |
| Paper, per bin at Company Facility | Per 96-gallon bin | \$22 | Specify bin capacity 96 gallon/100 lb. console |
| | Per 100 lb. console | \$18 | |
| On-call Service charge | | N/A | |
| Minimum Service Charge | | N/A | |
| Container delivery/pickup | | N/A | |
| Labor | | N/A | |
| Fuel Surcharge | | N/A | |
| Paper Shredding at City facility - not in bins | per pound | \$.12 | 0-1000+ Lbs. |
| Paper Shredding at Company facility - not in bins | per pound | \$.12 | 0-499 Lbs. |
| | per pound | \$.10 | 500-999 Lbs. |
| | per pound | \$.10 | 1000+ Lbs. |
| | | | |
| Uniforms | | N/A | |
| One-time purge/special request | per 95 gallon | \$35.00 | |

3. Additional Services:

Mar's Recycling and Shredding shall provide the additional services listed below that would be beneficial to the City and Participating Public Agencies considering Shredding Services.

| Services | Unit Of Measure | Cost | Additional information |
|----------------------------------|---|--------------------|-----------------------------------|
| Recycling of Cardboard and Paper | Located in 96-gallon containers or gaylords | \$15 per container | Actual Cost depends on the amount |

4. Pricing Incentives and Rebates:

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

| Rebate Description | Amount or Percentage |
|---|-------------------------------------|
| MAR'S will provide a 1% rebate on billed services for the third quarter of the year to be used for holiday socials and gifting to be designated social services agencies. | 1% percent of third quarter billing |

ATTACHMENT D - SCOPE OF SERVICES

This Attachment is attached and incorporated into the Citywide Document Management Services (the "Contract") between the City of Charlotte and Randall Willie dba Mar's Shredding and Recycling (Mar's Shredding and Recycling). 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. General Scope.

The Company shall provide the following Services as part of the Citywide Document Management Services:

- Shredding.

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 Contract:

- Companies shall set up 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.

3. Shredding Services.

The Company shall provide Shredding Services and 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

4. 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:

- 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.

5. Reporting.

a. General Reporting Requirements.

i. 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 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.

ii. Monthly and Annual Reports.

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

b. 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.

6. Environmental Purchasing Requirements.

The Company shall provide the following responses to the environmental attributes in this Contract:

| Environmental Attributes | Company Response |
|--------------------------|--|
| Recycled Content | All materials will be shredded and recycled. All rollout containers are made of recyclable plastic materials. Any materials that Mar's shred or recycle (cardboard boxes, plastic bags, plastic containers) will be recycled also. |
| Recyclability | All materials will be shredded and recycled. All rollout containers are made of recyclable plastic materials. Any materials that Mar's shred or recycle (cardboard boxes, plastic bags, plastic containers) will be recycled also. |
| Life Cycle Management | Any printer or office paper that is recycled or shredded can be used anywhere from five to seven times depending on the fiber content. |
| End of Life Management | All recycling centers that Mar's use for service will take paper, plastic, and cardboard and determine its life cycle. |

ATTACHMENT E – FEDERAL CONTRACTING TERMS

This Attachment is attached and incorporated into the Citywide Document Management Services (the "Contract") between the City of Charlotte and Randall Willie dba Mar's Shredding and Recycling (Mar's Shredding and Recycling). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern. Unless if indicated to the contrary, these provisions will not apply to Mar's Shredding and Recycling while doing work for Aviation (the Charlotte Douglas International Airport).

1. **Debarment and Suspension.** Mar's Shredding and Recycling represents and warrants that, as of the Effective Date of the Contract, neither Mar's Shredding and Recycling 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 Mar's Shredding and Recycling or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, Mar's Shredding and Recycling shall notify the City immediately. The Company's completed Vendor Debarment Certification is incorporated herein as provided in this Attachment below.
2. **Record Retention.** Mar's Shredding and Recycling certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Mar's Shredding and Recycling 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.** Mar's Shredding and Recycling represents and warrants that in its performance under the Contract, Mar's Shredding and Recycling 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.** Mar's Shredding and Recycling 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.** Mar's Shredding and Recycling certifies that Mar's Shredding and Recycling 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).** Mar's Shredding and Recycling certifies that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Mar's Shredding and Recycling, 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, Mar's Shredding and Recycling 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. Mar's Shredding and Recycling shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - d. Mar's Shredding and Recycling's completed Byrd Anti-Lobbying Certification is incorporated herein as provided in this Attachment below.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Mar's Shredding and Recycling 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, Mar's Shredding and Recycling 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.** Mar's Shredding and Recycling 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, Mar's Shredding and Recycling, or any other party pertaining to any matter resulting from the Contract.
11. **Domestic Preferences For Procurements.** As appropriate and to the extent consistent with law, the Mar's Shredding and Recycling should, to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the united states (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For the purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the united states, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

EXHIBIT E.1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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.

X I hereby certify as stated above:

Randall Willie
(Print Name)

President
Title


Signature

4/26/23
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

EXHIBIT E.2 - BYRD ANTI-LOBBYING CERTIFICATION

REQUIRED FORM 7 – BYRD ANTI-LOBBYING CERTIFICATION

RFP # 269-2019-090

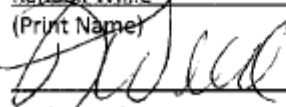
Citywide Document Management Services

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 any 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.

MAR'S Recycling & Shredding (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.

Randall Willie
(Print Name)

Authorized Signature
4/26/23
Date

MAR'S Recycling & Shredding
Company Name
PO Box 30421 - Charlotte NC 28254
3047 Rowland Ln, Charlotte NC 28269
Address
Charlotte NC 28254
City/State/Zip

ATTACHMENT F - FEDERAL TRANSIT ADMINISTRATION CONTRACTING TERMS

This Attachment is attached and incorporated into the Citywide Document Management Services (the "Contract") between the City of Charlotte and Mar's Shredding and Recycling ("The Company"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern. Unless if indicated to the contrary, these provisions will not apply to the Company while doing work for Aviation (the Charlotte Douglas International Airport).

1. THE COMPANY SHALL COMPLY WITH ALL FEDERAL REQUIREMENTS.

- A. The Company acknowledges and understands that this Contract will be financed at least partially with funding from the federal government. The Company further acknowledges and understands that this Contract is therefore subject to: (1) all applicable federal laws, (2) all applicable federal regulations, (3) all applicable federal policies, (4) the conditions and requirements of all federal grants that in any way will fund any part of the work under this Contract, and (5) the most recent Federal Transit Administration's "Master Agreement," including any certifications or contract provisions that the Master Agreement requires to be included in this Contract. For purposes of these Federal Contracting Requirements, items (1) through (5) in the immediately preceding sentence, as those items may be amended or updated from time to time, are referred to collectively as "Federal Law."
- B. All provisions of Federal Law are incorporated into this Contract by reference and are fully binding on the Company as if they were recited here verbatim. The Company shall ensure that all provisions of Federal Law are incorporated into all subcontracts (of every tier) and in all contracts with those supplying any materials, equipment, or other products related in any way to this Contract, such that all subcontractors of every tier and all suppliers are contractually required to comply with all provisions of Federal Law.
- C. The Company at all times shall: (1) fully comply with all provisions of Federal Law, (2) ensure that all work under this Contract (including, by example only, all subcontracted work) fully complies with all provisions of Federal Law, and (3) ensure that no aspect of the Company's performance under this Contract would cause the City or any of its officials, employees, or agents to be at any risk of violating any provision of Federal Law. In addition, the Company shall not perform any act, fail to perform any act, or refuse to comply with any City request to the extent that doing any of those things would create any risk of the City or any of its officials, employees, or agents being in violation of any provision of Federal Law.
- D. These Federal Contracting Requirements identify and summarize many provisions of Federal Law. However, the Company acknowledges and agrees that the Company is fully and ultimately responsible for identifying and learning about all provisions of Federal Law. If these Federal Contracting Requirements omit

any provision or requirement of Federal Law, the Company shall remain fully responsible for identifying and learning about that provision or requirement and for fully satisfying the Company's obligations under Article 1.1.C of these Federal Contracting Requirements with respect to that provision or requirement. The Company shall not be excused from ensuring full compliance with any provision or requirement of Federal Law because that provision or requirement is omitted from these Federal Contracting Requirements, nor shall the Company have any claim or remedy against the City because any such provision or requirement has been so omitted.

- E. By executing this Contract, the Company represents to the City and covenants with the City that, as of the date that this Contract takes effect, the Company has fully complied with all provisions of Federal Law and that the Company shall continue to fully comply with all provisions of Federal Law at all times while this Contract is in effect.
- F. Notwithstanding any other provision in this Contract, the Company and the City agree that Federal Law and these Federal Contracting Requirements take priority over all other Contract provisions. This means that, if a conflict arises between another Contract provision and any provision of Federal Law or of these Federal Contracting Requirements, such that the Company cannot satisfy both provisions, the Company shall fully comply with the provision of Federal Law or of these Federal Contracting Requirements. In such a situation, the Company shall disregard the other, conflicting Contract provision, but the Company shall do so only to the minimal extent needed to comply fully with Federal Law and with these Federal Contracting Requirements, and the Company otherwise shall fully comply with that conflicting Contract provision to the extent possible.
- G. The Company and the City agree that, in any situation where the Company can comply with both another Contract provision and with a provision of Federal Law or of these Federal Contracting Requirements, even if the two provisions address the same subject matter (e.g., if another Contract provision imposes an obligation on the Company beyond those obligations imposed by Federal Law), that will not be deemed a conflict. Rather, in such a situation, the Company shall fully comply with Federal Law, with these Federal Contracting Requirements, and with the other Contract provision.

2. ACCESS TO CONTRACT RECORDS.

- A. For purposes of this Article 2 of these Federal Contracting Requirements, "Contract Records" means all documents (whether in hard copy, digital, or other format) that refer or relate to any aspect of this Contract or to the Company's performance under this Contract. By example only (and not for purposes of limitation), Contract Records include all of the following to the extent that they refer or relate to any aspect of this Contract or to the Company's performance under this Contract: subcontracts, contracts with suppliers and other third parties, invoices and other billing records, audits and other financial and accounting records, memos, letters, and emails.
- B. For purposes of this Article 2 of these Federal Contracting Requirements, "Retention End Date" means the later of:
 - (a) The third anniversary of the date on which this Contract is terminated or expires, or
 - (b) If, on or before that third anniversary, the Company has received notice (from the City or otherwise) of one or more lawsuits, legal proceedings, disputes, audits, or investigations related in any way to this Contract, the date on which the City later notifies the Company in writing that all such lawsuits, legal proceedings, disputes, audits, and investigations have fully and finally concluded. The City and the Company intend for all Contract Records to be retained, maintained, and made available for inspection and copying until all such lawsuits, legal proceedings, disputes, audits, and investigations have fully and finally concluded, even if that requires retaining, maintaining, and making those records available after the third anniversary of this Contract's termination or expiration.
- C. Through and including the Retention End Date, (a) the Company shall retain and maintain all Contract Records that the Company ever creates, receives, or otherwise possesses or controls so that those Contract Records are always complete, legible, and readily accessible, (b) as the City may request from time to time, the Company shall promptly make any and all Contract Records available for inspection and copying by the City, by the federal government, and by their respective Companies and agents, and (c) the Company shall comply with all requirements imposed by 2 C.F.R. §200.333.
- D. Through and including the Retention End Date, the Company shall ensure that each subcontractor (of every tier) and each supplier providing any material, equipment, or other product shall: (a) retain and maintain all Contract Records that the subcontractor or supplier ever creates, receives, or otherwise possesses or controls so that those Contract Records are always complete, legible, and readily accessible,

(b) as the City may request from time to time, promptly make any and all Contract Records in that subcontractor's or that supplier's possession or control available for inspection and copying by the City, by the federal government, and by their respective Companies and agents, and (c) comply with all requirements imposed by 2 C.F.R. §200.333.

- E. In addition to taking all other necessary and appropriate steps to satisfy its obligations under Article 2.B(2) of these Federal Contracting Requirements, the Company shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier retain, maintain, and make available Contract Records as required by Article 2.B(2).
- F. This Article 2 will survive this Contract's termination or expiration regardless of how, when, or under what circumstances this Contract is terminated or expires.

3. BUY AMERICA

- A. For purposes of this Contract, the "Buy America Requirements" means all requirements imposed by 49 U.S.C. §5323(j) and 49 CFR Part 661, as those provisions may be amended from time to time. For example, the Buy America Requirements include a requirement that iron, steel, and manufactured products supplied or used under this Contract are manufactured in the United States or otherwise originate in the United States.
- B. The Company shall comply with all Buy America Requirements and shall take all steps necessary and appropriate to ensure that no aspect of the work under this Contract puts the City out of compliance with any of the Buy America Requirements. The Company shall provide the City, in accordance with this Article 3, with all certifications that may be requested or required from time to time by the City or by the federal government related in any way to the Company's compliance with the Buy America Requirements.
- C. The Company shall ensure that each subcontractor (of every tier) and each supplier providing any material, equipment, or other product for this Contract: (1) fully complies with the Buy America Requirements, (2) provides the City, in accordance with this Article 3, with all certifications that may be requested or required from time to time by the City or by the federal government related in any way to that subcontractor's or that supplier's compliance with the Buy America Requirements, and (3) fully complies with all other requirements that this Article 3 contemplates for, or imposes on, subcontractors or suppliers. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 3.C, the Company shall ensure that each subcontract (at every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully

comply with all Buy America Requirements and with this Article.3.

- D. All certifications submitted to the City under this Article 3 – whether submitted by the Company, by a subcontractor, or by a supplier – must be complete and must be submitted on forms provided by or approved by the City. The first time that the Company proposes to use a particular material, equipment, or product from a particular manufacturer, the Company must submit with its certification under this Article 3 a signed letter from the manufacturer confirming that the material, equipment, or product satisfies all Buy America Requirements. In addition to complying with any other requests from the City to provide certifications under this Article 3, the Company shall submit a certification of its compliance with all Buy America Requirements with each submittal or payment request that it submits to the City and when all work is fully and finally completed. If the Company fails to submit a proper certification under this Article 3 by any deadline specified by this Contract or by the City, the City may withhold any and all payments due to the Company under this Contract until the Company brings itself into full compliance with this Article 3.
- E. If the Contractor believes it is necessary to provide iron, steel, or manufactured products that do not comply with the Buy America Requirements or that otherwise would put the City, the Work, or the Project out of compliance with the Buy America Requirements, the Contractor will submit a written justification to the City detailing the item, its estimated cost, the Contractor’s rationale for using it, and the reasons that the Contractor believes that the Buy America Requirements cannot be satisfied. The City will determine whether to request a waiver of the Buy America Requirements for that item from the federal government. If the City decides not to request a waiver, or if the City requests a waiver but that request is not approved, the Contractor will fully satisfy its obligations under this Article 1.3 and will not be entitled to any remedy.
- F. The City from time to time may investigate whether the Contractor, any subcontractor, and/or any supplier has complied with or is complying with this Article 1.3. If the City conducts such an investigation, the Contractor will fully cooperate with that investigation and will ensure that each subcontractor (of every tier) and each supplier does the same. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 1.3.F, the Contractor will ensure that each subcontract (of every tier) and each supplier contract related to the Work or to the Project includes provisions requiring that the subcontractor or the supplier fully cooperate with any such investigation.

- G. Any violation of the Buy America Requirements or of this Article 1.3 by the Contractor, by any subcontractor, or by any supplier will be deemed a material breach of this Contract by the Contractor. If such a breach happens, the City may terminate this Contract for default and/or may pursue any and all other remedies that the City has under this Contract or under the law. To avoid any doubt, the Contractor’s obligations under Article 41.12 of this Contract’s General Conditions include an obligation to defend, indemnify, and hold harmless each and all of the Indemnitees (as that term is defined in Article 41.12) against any Charges (as that term is defined in Article 41.12) arising out of or related to any violation of the Buy America Requirements or of this Article 1.3 by the Contractor, by any subcontractor, or any supplier.
- H. The Company acknowledges and agrees that, to the extent that the Vendor or any subcontractor or any supplier will provide any rolling stock under this Contract, the “Buy America Requirements” for purposes of this Article 3 also include all requirements imposed by 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, as those provisions may be amended from time to time. It is solely the Vendor’s responsibility to determine whether the Company, each subcontractor, and each supplier will provide any rolling stock such that 49 U.S.C. 5323(j)(2)(C) and/or 49 C.F.R. 661.11 apply .

4. CIVIL RIGHTS LAWS AND REGULATIONS.

The Company acknowledges that the City must comply with all applicable federal civil rights laws and regulations and with 49 U.S.C. § 5323(h) (3) to the extent that the statute is applicable. The Company acknowledges and agrees that “Federal Law” for purposes of Article 1.1 of these Federal Contracting Requirements includes all applicable federal civil rights laws and regulations, as they may be amended from time to time. Some of those civil rights laws and regulations are identified and summarized below, and the Company acknowledges that its obligations under Article 1.1 of these Federal Contracting Requirements include an obligation to fully comply with the laws and regulations identified below and to ensure that all suppliers and all subcontractors (of every tier) fully comply with those laws and regulations. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 4, the Company shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 4 and with all applicable federal civil rights laws and regulations. Applicable federal civil rights laws and regulations include, by example only and not for purposes of limitation:

- A. **Nondiscrimination.** 49 U.S.C. § 5332 and its implementing regulations, which prohibit discriminating against any employee or any applicant for employment because of race, color, religion, national origin, sex, disability, or age.

- B. **Race, Color, Religion, National Origin, Sex.** Federal laws and regulations requiring that all job applicants must be employed, and all employees must be treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). For example, a person's race, color, religion, national origin, or sex cannot be considered for purposes of hiring; promotion; demotion or transfer; recruitment or recruitment advertising; layoff or termination; determining rates of pay or other forms of compensation; or selection for training, including apprenticeship. The laws and regulations imposing these requirements include for example Title VII of the Civil Rights Act (42 U.S.C. § 2000e *et seq.*); 49 U.S.C. § 5332 and its implementing regulations; United States Department of Labor regulations ("Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor") found in 41 C.F.R., Chapter 60; and Executive Order No. 11246 ("Equal Employment Opportunity in Federal Employment") dated September 24, 1965 and found at 42 U.S.C. § 2000e.
- C. **Age.** Federal laws and regulations prohibit discriminating against current or prospective employees on the basis of age. These laws and regulations include for example the Age Discrimination in Employment Act (29 U.S.C. §§ 621-634); United States Equal Employment Opportunity Commission (U.S. EEOC) regulations ("Age Discrimination in Employment Act") found in 29 C.F.R. part 1625; the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*); United States Department of Health and Human Services regulations ("Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance") found in 45 C.F.R. part 90; and 49 U.S.C. § 5332 and the regulations implementing that statute.
- D. **Disabilities.** Federal laws and regulations prohibit discriminating against individuals on the basis of disability. These laws and regulations include for example Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*); the Architectural Barriers Act of 1968 (42 U.S.C. § 4151 *et seq.*); and 49 U.S.C. § 5332 and the regulations implementing that statute.
- E. **Access to Services for Persons with Limited English Proficiency.** The Company shall facilitate compliance with, and shall ensure that all suppliers and all subcontractors (of every tier) facilitate compliance with: (1) Executive Order No. 13166 ("Improving Access to Services for Persons with Limited English Proficiency"), found at 42 U.S.C. § 2000d-1 note and (2) applicable provisions of the United States Department of Transportation Notice ("DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons") found at 70 Fed. Reg. 74087 and dated December 14, 2005.
- F. **Environmental Justice.** The Company shall facilitate compliance with, and shall ensure that all suppliers and all subcontractors (of every tier) facilitate compliance with: (1) Executive Order No. 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations") found at 42 U.S.C. § 4321 note and (2) United States Department of Transportation Order 5620.3 ("Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations") found at 62 Fed. Reg. 18377 *et seq.* and dated April 15, 1997.
5. **EMPLOYEE PROTECTIONS.**
- A. The Company shall comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5. The Company also shall comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.* to the extent that the FLSA applies to employees performing work with federal assistance involving commerce and as the federal government otherwise determines applicable.
- B. The Company shall ensure that every subcontractor (of all tiers) and all suppliers fully comply with the laws and regulations referenced in Article 1.5.A of these Federal Contracting Requirements. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 5.B, the Company shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 5 and with all with all of the laws and regulations referenced in Article 5.A.
6. **ENERGY CONSERVATION.**
- The Company shall fully comply with the standards and policies related to energy efficiency in the state energy conservation plan issued under the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321, *et seq.* The Company also shall ensure that each supplier and each subcontractor (of every tier) fully complies with those same standards and policies. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 6, the Company shall ensure that each subcontract (at every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 6.

7. GOVERNMENT-WIDE DEBARMENT & SUSPENSION.

- A. The Company shall fully comply with, and shall facilitate the City's compliance with, those United States Department of Transportation regulations entitled "Nonprocurement Suspension and Debarment," which are found in 2 C.F.R. part 1200 and which adopt and supplement the United States Office of Management and Budget's "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," which are found in 2 C.F.R. part 180. The Company acknowledges that these regulations govern: (1) every contract at any tier under which compensation of \$25,000 or more will be paid, (2) every contract at any tier for a federally required audit (irrespective of the contract amount), and (3) every contract at any tier that must be approved by the FTA (irrespective of the contract amount).
- B. The Company shall ensure that it and all of its officers, principals, affiliates, suppliers, and subcontractors (of every tier) are fully eligible, without limitation, to participate in this federally funded Contract and are not currently declared by any federal department or agency to be:
 - a) Debarred from participation in any federally assisted award;
 - b) Suspended from participation in any federally assisted award;
 - c) Proposed for debarment from participation in any federally assisted award;
 - d) Declared ineligible to participate in any federally assisted award;
 - e) Voluntarily excluded from participation in any federally assisted award; or
 - f) Disqualified from participation in any federally assisted Award.
- C. The Company at all times shall fully comply with the regulations in 2 C.F.R. part 180, subpart C, as supplemented by the regulations in 2 C.F.R. part 1200.
- D. The Company shall ensure that, at all times, all suppliers and all subcontractors (of every tier) fully comply with all provisions of this Article 7 to the same extent that the Company is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 7.D, the Company shall ensure that each subcontract (at every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 7.
- E. By executing this Contract, the Company certifies to the City that the Company has fully complied as of the date that this Contract takes effect with all provisions in this Article 7 and that the Company shall continue to fully comply with all provisions in this Article 7 at all times while this Contract remains in effect. The Company acknowledges and agrees that the

certification provided by the Company under this Article 7.E is a material representation of fact on which the City shall rely. If at any time this certification is found by the City to be false or inaccurate in any way, that shall be deemed a material breach of this Contract by the Company, and in such a situation the City may pursue any and all remedies available to it under this Contract and otherwise at law. Additionally, the Company acknowledges that, if such a breach happens, the federal government also may choose to pursue any and all remedies available to it, including for example seeking the suspension and/or debarment of the Company.

8. NO GOVERNMENT OBLIGATION TO THIRD PARTIES.

- A. The City and the Company acknowledge and agree that the federal government is not a party to this Contract and that the federal government shall not, because of this Contract, have any obligations or liabilities to the City, to the Company, or to anyone else. The City and the Company acknowledge and agree that the first sentence of this paragraph shall not be affected by the federal government concurring in, or approving of, the solicitation or award of this Contract unless the federal government explicitly consents in writing to being a party to this Contract.
- B. The Company shall ensure that each subcontract (of every tier) and each supplier contract includes a provision in which the parties to that subcontract or supplier contract acknowledge and agree that the federal government is not a party to that subcontract or supplier contract and that the federal government shall not, because of that subcontract or supplier contract, have any obligations or liabilities to that subcontract's or supplier contract's parties or to anyone else.

9. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS.

- A. The Company shall fully comply with all provisions of the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§3801 *et seq.*) and with the United States Department of Transportation regulations entitled "Program Fraud Civil Remedies" that are found in 49 CFR Part 31.
- B. By executing this Contract, the Company certifies to the City the complete truthfulness and total accuracy of every statement that the Company has made, has caused to be made, shall make, or shall cause to be made that relates in any way to this Contract. The Company acknowledges and agrees that the certification provided by the Company under this Article 9.B is a material representation of fact on which the City will rely. If at any time this certification is found by the City to be false or inaccurate in any way, that shall be deemed a material breach of this Contract by the Company, and in such a situation the City may pursue any and all remedies available to it under this Contract and/or otherwise at law. Additionally, the Company acknowledges that, if such a breach

happens, the federal government also may choose to pursue any and all remedies available to it, including for example imposing penalties on the Company under the Program Fraud Civil Remedies Act of 1986, 18 U.S.C. §1001, and/or 49 U.S.C. §5307(n)(1).

- C. The Company shall ensure that, at all times, all suppliers and all subcontractors (of every tier) fully comply with all provisions of this Article 9 to the same extent that the Company is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 9.C, the Company shall ensure that each subcontract and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 9.

10. RECYCLED PRODUCTS.

- A. When procuring any items designated in Subpart B of 40 C.F.R. Part 247, the Company shall fully comply with all requirements imposed by: (1) the Resource Conservation and Recovery Act (RCRA) §6002, as amended and now found in 42 U.S.C. 6962, (2) 40 CFR Part 247, and (3) Executive Order 12873.
- B. The Company shall ensure that all suppliers and all subcontractors (of every tier) fully comply with the requirements of Article 10.A of these Federal Contracting Requirements to the same extent that the Company is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 10.B, the Company shall ensure that each subcontract and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with Article 10.A just as the Company is required to do.

11. SAFE OPERATION OF MOTOR VEHICLES.

- A. The Company shall adopt and promote on-the-job seat belt use policies and programs for its employees and for anyone else who shall operate any vehicles in relation to this Contract, regardless of whether those vehicles are owned or leased by the Company, the City, or another person or entity.
- B. The Company shall adopt and enforce workplace safety policies to minimize crashes caused by distracted drivers. These policies shall include policies that ban and discourage text messaging by anyone operating a vehicle in relation to this Contract, regardless of whether those vehicles are owned or leased by the Company, the City, or another person or entity.

12. FEDERAL CHANGES.

- A. The Company at all times shall fully comply with all applicable FTA regulations, policies, procedures, and directives, including for example those listed or by reference in the FTA Master Agreement, as they may be issued or amended from time to time. Any failure by the Company to do so shall be a material breach of this Contract by the Company.

- B. The Company shall ensure that all suppliers and all subcontractors (of every tier) at all times fully comply with all applicable FTA regulations, policies, procedures, and directives to the same extent that the Company is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 12.B, the Company shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 12 just as the Company is required to do.

13. INCORPORATION OF FTA TERMS.

- A. The Company and the City acknowledge and agree that the United States Department of Transportation requires certain provisions (the "Applicable FTA Clauses") to be included in this Contract because this Contract is funded at least partially with federal funds. The Applicable FTA Clauses are specified in Federal Law and are also summarized in FTA Circular 4220.1F, as it may be amended or superseded from time to time. The City and the Company have tried to expressly include all Applicable FTA Clauses in these Federal Contracting Requirements or elsewhere in this Contract. However, the City and the Company agree that, if any of the Applicable FTA Clauses have not been expressly included in this Contract, those Applicable FTA Clauses are nonetheless deemed incorporated into this Contract by reference and shall be fully binding on the Company as if they had been expressly included in this Contract.
- B. Notwithstanding any other provision in this Contract, the Company and the City agree that the Applicable FTA Clauses shall take priority over all other Contract provisions. This means that, if a conflict arises between another Contract provision and any provision of the Applicable FTA Clauses, such that the Company cannot satisfy both, the Company shall fully comply with the Applicable FTA Clauses. In such a situation, the Company shall disregard the other, conflicting Contract provision, but the Company shall do so only to the minimal extent needed to comply fully with the Applicable FTA Clauses, and the Company otherwise shall fully comply with that conflicting provision. In contrast, in any situation where the Company can comply with both another Contract provision and with the Applicable FTA Clauses, even if these provisions address the same matter (for example, if another Contract provision imposes an obligation on the Company beyond those imposed by the Applicable FTA Clauses), that will not be deemed a conflict, and in such a situation the Company shall fully comply with the Applicable FTA Clauses and with the other Contract provision.
- C. The Company at all times shall: (1) fully comply with all provisions of the Applicable FTA Clauses, (2) ensure that all of the work under this Contract (including, by example only and not for purposes of limitation, all subcontracted work) fully complies with all provisions

of the Applicable FTA Clauses, and (3) ensure that no aspect of the work under this Contract and no aspect of the Company's performance under this Contract would cause the City or any of its officials, employees, or agents to violate any provision of the Applicable FTA Clauses. In addition, the Company shall not perform any act, fail to perform any act, or refuse to comply with any City request to the extent that doing any of those things would create a risk of the City or any of its officials, employees, or agents being in violation of any provision in the Applicable FTA Clauses.

- D. The Company shall ensure that all provisions of the Applicable FTA Clauses (including of any Applicable FTA Clauses not expressly included in this Contract) are incorporated into all subcontracts (of any tier) and in all contracts with those supplying any materials, equipment, or other products such that all subcontractors of every tier and all suppliers are contractually required to comply with all provisions of the Applicable Federal Clauses.

14. FEDERAL ACQUISITION REGULATIONS (F.A.R.) COMPLIANCE.

To the extent that this Contract provides for or allows for any adjustment to the Company's compensation based on costs or expenses incurred by the Company, any such adjustment will be determined based solely on any costs or expenses that: (A) are incurred in full compliance with all of this Contract's provisions, (B) for which the City is clearly required under this Contract to reimburse the Company, (C) are allowable, allocable, and reasonable, as those terms are defined and used in the Contract Cost Principles of the Federal Acquisition Regulations (F.A.R.) System (found in 48 CFR, Ch.1, Pt.31), including as those principles may be further defined or implemented by regulations or guidance adopted by the federal government, and (D) are otherwise allowed under applicable law.

15. CLEAN AIR.

- A. The Company shall fully comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 U.S.C. §§ 7401, *et. seq.*, as amended). The Company shall promptly notify the City if the Company receives notice of any possible or actual violation (a "Clean Air Act Violation") of the Clean Air Act or of any of those standards, orders, or regulations, and the Company shall provide the City with all information that the Company has about the actual or possible violation. The Company acknowledges and agrees that the City may be required by law to report (or that the City may choose to report, even if not required by law) any actual or possible Clean Air Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities, and the Company shall not be entitled to any remedy because the City does so.
- B. The Company shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions: (1) requiring each subcontractor and each

supplier to promptly notify the Company and the City if the subcontractor or supplier receives notice of any possible or actual Clean Air Act Violation and to provide the Company and the City with all information that the subcontractor or supplier has about the actual or possible violation and (2) in which each subcontractor and each supplier acknowledges and agrees that the City may be required by law to report (or that the City may choose to report, even if not required by law) any actual or possible Clean Air Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities and that the subcontractor or supplier shall have no claim, right, or remedy against the City or against any City official, employee, or agent because the City does so.

16. CLEAN WATER.

- A. The Company shall fully comply with all applicable standards, orders, and regulations issued under the Water Pollution Control Act (33 U.S.C. §§1251, *et. seq.*, as amended). The Company shall promptly notify the City if the Company receives notice of any possible or actual violation (a "Clean Water Act Violation") of the Water Pollution Control Act or of any of those standards, orders, or regulations, and the Company shall provide the City with all information that the Company has about the actual or possible violation. The Company acknowledges and agrees that the City may be required by law to report (or that the City may choose to report, even if not required by law) any actual or possible Clean Water Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities, and the Company shall not be entitled to any remedy because the City does so.
- B. The Company shall ensure that all subcontracts (of any tier) and all contracts with those supplying any materials, equipment, or other products include provisions: (1) requiring each subcontractor and each supplier to promptly notify the Company and the City if the subcontractor or supplier receives notice of any possible or actual Clean Water Act Violation and to provide the Company and the City with all information that the subcontractor or supplier has about the actual or possible violation and (2) in which each subcontractor and each supplier acknowledges and agrees that the City may be required by law to report (or that the City may choose to report, even if not required by law) any actual or possible Clean Water Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities and that the subcontractor or supplier shall have no claim, right, or remedy against the City or against any City official, employee, or agent because the City does so.

17. LOBBYING.

- A. The Company shall fully comply with 31 U.S.C. 1352, as amended; with any regulations implementing that statute; and with any non-superseded guidance about that statute issued by the federal government (this

statute, those regulations, and that guidance together are the "Byrd Anti-Lobbying Amendment").

- B. The Company shall ensure that each subcontractor (of every tier) and all of those supplying any materials, equipment, or other products fully comply with all requirements imposed by the Byrd Anti-Lobbying Amendment. In addition to taking any other steps necessary and appropriate to satisfy its obligations under this Article 17.B, the Company shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with all requirements imposed by the Byrd Anti-Lobbying Amendment and by this Article 17.
- C. In addition to complying with all other requirements of the Byrd Anti-Lobbying Amendment, in order to comply fully with the Byrd Anti-Lobbying Amendment for purposes of this Article 17, the Company and each subcontractor and supplier must file one or more certifications as required by 49 CFR Part 20 (entitled "New Restrictions on Lobbying").
 - 1. In addition to all other consequences and implications provided by law for filing such a certification, when a subcontractor files one, the subcontractor is deemed to certify to the Company or subcontractor at the tier immediately above it that the certifying subcontractor has not, and shall not, use any federal funds to pay any person, entity, or organization to influence or attempt to influence an officer or employee of any governmental agency, any member of Congress, any officer or employee of Congress, or any employee of a member of Congress concerning or in connection with any federal contract, federal grant, or any other award covered by the Byrd Anti-Lobbying Amendment.
 - 2. When filing such a certification, the Company and each subcontractor and supplier also shall disclose along with that certification the name of any registrant under the Lobbying Disclosure Act of 1995 who has been paid non-federal funds to make lobbying contacts on the certifier's behalf concerning or in connection with any federal contract, federal grant, or any other award covered by the Byrd Anti-Lobbying Amendment. All of these disclosures shall be made on forms designated by the City. Each subcontractor and supplier shall promptly forward to the Company or subcontractor at the tier immediately above it all such disclosures that the subcontractor or supplier receives from anyone involved in any way in the work under this Contract (*e.g.*, lower-tier subcontractors), and the Company shall promptly provide the City with the Company's own disclosures and with all such disclosures that

the Company receives from subcontractors and suppliers.

18. CONTRACT WORK HOURS & SAFETY STANDARDS ACT.

- A. No laborer or mechanic, during any workweek in which he is involved in any way with work under this Contract, may work more than forty (40) hours unless he is paid at least one and one-half times his base pay rate for all hours over forty (40) that he works during that workweek. The obligations imposed by this Article 18.A shall be referred to as the "Overtime Requirements."
- B. The Company shall ensure that the Overtime Requirements are fully satisfied with respect to any individual who performs any part of the work under this Contract, including for example with respect to any such individual who is employed by a subcontractor of any tier.
- C. Any violation of the Overtime Requirements by the Company or by any subcontractor or supplier shall be: (1) a material breach of this Contract by the Company and (2) a material breach by that subcontractor or that supplier of its subcontract or its supplier contract.
 - 1. If such a breach happens, in addition to all other remedies provided by this Contract or by the law, the Company and any subcontractor or supplier that violated the Overtime Requirements shall be jointly and severally liable to the laborer or mechanic at issue for all wages that were not paid to that laborer or mechanic in accordance with the Overtime Requirements.
 - 2. If such a breach happens, in addition to all other remedies provided by this Contract or by the law, the Company and any subcontractor or supplier that violated the Overtime Requirements shall be jointly and severally liable to the federal government for liquidated damages. Those liquidated damages shall be computed with respect to each individual laborer or mechanic who was underpaid, including each underpaid watchman and guard, as follows: Ten dollars (\$10.00) for each calendar day that each mechanic or laborer was required or permitted to work more than forty (40) hours during a workweek without being paid in accordance with the Overtime Requirements.
 - 3. Whether or not the federal government asks or instructs the City to do so, the City may withhold (or may cause to be withheld) from any moneys owed to the Company and/or to any subcontractor or supplier that violated the Overtime Requirements such sums that the City determines may be necessary to satisfy any liabilities of the Company and/or that subcontractor or supplier for the unpaid wages and/or for the liquidated damages contemplated by this Article 18. These sums may be withheld

from any moneys owed to the Company and/or to that subcontractor or supplier under: (1) this Contract, (2) any subcontract or supplier contract, and/or (3) any other contract or subcontract, under which the compensation to be paid shall be funded at least partially with federal funds.

D. The Company shall ensure that the Company, all subcontractors (of every tier), and all suppliers shall: (i) prepare and maintain complete and accurate payroll records that fully comply with this Article 18 and with all industry standard accounting and employment practices and (ii) maintain all of those payroll records and make them available for inspection and copying as required for Contract Records under Article 2 of these Federal Contracting Requirements.

1. These payroll records must include payroll information for all individuals who perform any of the work under this Contract, including by example for all guards and watchmen who perform any of that work.
2. These payroll records must contain the following information for each employee: (a) his name and address, (b) his social security number, (c) his employment classifications, (d) the hourly or other rates at which he was paid, (e) the number of hours that he worked each day and each week, (f) detailed information about the deductions made from his pay, and (g) the actual wages paid to him.

E. The Company shall allow the City, the FTA, the federal Department of Labor, and any of their agents or representatives to interview during working hours any employees or other personnel who have performed, are performing, or are expected to perform any part of the work under this Contract. The Company also shall ensure that all subcontractors (of every tier) and all suppliers allow such interviews to be conducted.

F. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 18 to ensure that all subcontractors and all suppliers fully comply with this Article 18, the Company shall ensure that all subcontracts (of any tier) for any part of the work under this Contract and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with Article 1.18 of these Federal Contracting Requirements.

19. PROCUREMENT OF RECOVERED MATERIALS.

A. The Company shall fully comply with Section 6002 of the Solid Waste Disposal Act, as that statute has been amended by the Resource Conservation and Recovery Act and by any other legislation.

B. In addition to taking all other steps necessary and appropriate to satisfy its obligations under Article 19.A

of these Federal Contracting Requirements, the Company shall do all of the following:

1. Ensure that, whenever any material or product is procured for or related to this Contract, and that material or product is listed or identified in those Environmental Protection Agency (EPA) regulations in 40 CFR Part 247, the material or item is procured so that it contains the highest percentage of recovered materials that is practicable while still maintaining a satisfactory level of competition in the procurement process. Except to the extent that Federal Law may otherwise provide, the requirements of this Article 19.B.1 shall apply only where the purchase price of a particular material or product exceeds \$10,000 or where the value of the quantity of that material or product acquired during the preceding fiscal year exceeded \$10,000.
2. Ensure that all solid waste management services used for or in relation to the work under this Contract are procured in a manner that ensures that those services shall maximize energy and resource recovery.
3. Establish an affirmative program for the procurement of recovered materials identified in those Environmental Protection Agency (EPA) regulations in 40 CFR Part 24.

C. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 19 of these Federal Contracting Requirements, the Company shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with this Article 19 to the same extent that the Company must do so and to facilitate, support, and cooperate in the Company's compliance with this Article 19.

20. DHS SEAL, LOGO, AND FLAGS.

The Company shall not use, and the Company shall ensure that no subcontractor or supplier uses, any Department of Homeland Security ("DHS") seals, logos, crests, or flags, or the likeness of any DHS agency official, without specific, express, and written pre-approval to do so from DHS. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 20 to ensure that all subcontractors and all suppliers fully comply with this Article 20, the Company shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with this Article 20 of these Federal Contracting Requirements.

21. FLY AMERICA.

A. The Company shall fully comply with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118, as amended)

and those United States General Services Administration regulations entitled "Use of U.S. Flag Air Carriers" that are found at 41 C.F.R. §§ 301-10.131 through 301-10.143 (together, this statute and those regulations shall be referred to as the "Air Travel Requirements").

- B. The Company shall ensure that all subcontractors (of every tier) and all suppliers fully comply with the Air Travel Requirements and with this Article 21 of these Federal Contracting Requirements. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 21.B, the Company shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with this Article 21 and with the Air Travel Requirements.
- C. In addition to taking all other steps necessary and appropriate to fully comply with the Air Travel Requirements, the Company and all subcontractors and suppliers shall use only U.S.-flag air carriers for any international air transportation that is used to transport any person or any property for or in relation to this Contract. The requirements of this Article 21.C shall not apply, however, to the extent that any needed air transportation is not provided by any U.S.-flag air carriers.

22. CARGO PREFERENCE.

- A. Whenever shipping any equipment, material, other product, or other commodity needed for or otherwise related to this Contract, the Company shall use privately owned U.S.-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers). This requirement, however, shall apply only to the extent that privately-owned U.S.-flag commercial vessels are available for such shipping at fair and reasonable rates for U.S.- flag commercial vessels.
- B. Within twenty (20) days after the date of loading for a shipment originating within the United States, and within thirty (30) days after the date of loading for a shipment originating outside of the United States, the Company shall provide complete and legible copies of a rated, "on-board" commercial ocean bill-of-lading in English for that shipment to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the City (through the Company in the case of a subcontractor's bill-of-lading).
- C. The Company shall ensure that all subcontractors (of every tier) and all suppliers fully comply with the requirements of Article 23.A and Article 23.B of these Federal Contracting Requirements to the same extent that the Company must comply with them. In addition

to taking all other necessary and appropriate steps to satisfy its obligations under.

- 23. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.** The Company, by entering into this Contract certifies that, consistent with 2 C.F.R. § 200.216 it will not use "covered telecommunications equipment or services" (as that term is defined in Section 889 of Public Law 115-232) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system provided under this Contract. The Company will include a requirement not to use such "covered telecommunications equipment or services" in any subcontracts for the provision of "covered telecommunications equipment or services" let under this Contract.

As used in this clause "Substantial or Essential Component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. "Covered telecommunications equipment or services" as used in this clause, includes but is not limited to:

- a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c) Telecommunications or video surveillance services provided by such entities listed in a) or b) or using such equipment provided by entities listed in a) or b).
- d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- 24. **Notice of Disputes, Breaches, Defaults, and Litigation.** If a current or prospective legal matter that may affect the City or the Federal Government emerges, the Company must notify the City. The Company must include a similar notification requirement in each of its subcontracts for twenty-five thousand dollars (\$25,000) or more.

- a) Legal disputes that require notification under this provision include, but are not limited to, a major dispute, breach, default, litigation, or naming the City or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

- b) Matters that may affect the Federal Government (and thereby the City) include, but are not limited to, the or the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- c) Additional Notice to U.S. DOT Inspector General. The Company must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for FTA Region 4, if the Company has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is the subject of this Contract, another Contract funded by the FTA, or an agreement involving a principal, officer, employee, or agent of the Company. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal

indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Company. In this paragraph, "promptly" means to refer information without delay and without change.

- 25. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the Company should, to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For the purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber r.

ATTACHMENT G - AVIATION SPECIFIC FEDERAL TERMS

This Attachment is attached and incorporated into the Citywide Document Management Services (“Contract”) between the City of Charlotte (“City”) and Randall Willie dba Mar’s Shredding and Recycling (Mar’s Shredding and Recycling), and is applicable if the Company does work for the City of Charlotte Aviation Department (also known as “Charlotte Douglas International Airport or “CLT”). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. COMPLIANCE WITH SECURITY MEASURES. To the extent applicable based on the scope of the work provided by Company,

Company acknowledges and agrees that:

- 1.1. The City’s Aviation Department has offices in the secured area of the Terminal, access to which is subject to security measures imposed by the United States (“Security Plan”) and enforced by the Transportation Security Administration;
- 1.2. Access to the Aviation Department, to the airfield or other secured area by Company’s officers and employees shall be limited to and conditioned upon compliance with the Security Plan as it exists upon the effective date of this Contract, and as may be modified from time to time;
- 1.3. Company’s officers and employees who need regular access to the secured areas will have to apply for and qualify for security identification badges (“Security Badges”) issued by the Aviation Director; and
- 1.4. City shall not be liable to Company for any diminution or deprivation of Company’s rights hereunder on account of the inability or delay of Company or his officers or employees to obtain a Security Badge, regardless of the reason.
- 1.5. Company shall company and ensure its employees comply with the Airport’s Security Standards and AOA Standards, as amended from time to time, which can be found at www.cltairport.com/credentialing

2. GENERAL CIVIL RIGHTS PROVISIONS.

- 2.1. In all its activities within the scope of its airport program, the Company agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Company and subcontractors from the bid solicitation period through the completion of the contract.

3. TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES. During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the “Company”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 3.1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 3.2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- 3.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 3.4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 3.5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- 3.6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 3.7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 3.8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- 3.9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 3.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- 3.11. Executive Order 13166, Improving Access to Services for

Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

3.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

4. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS: During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company"), agrees as follows:

4.1. Compliance with Regulations: The Company (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

4.2. Nondiscrimination: The Company, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

4.3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Company of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities

on the grounds of race, color, or national origin.

4.4. Information and Reports: The Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Company will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

4.5. Sanctions for Noncompliance: In the event of a Company's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (a) Withholding payments to the Company under the contract until the Company complies; and/or (b) cancelling, terminating, or suspending a contract, in whole or in part.

4.6. Incorporation of Provisions: The Company will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Company will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Company may request the City to enter into any litigation to protect the interests of the City. In addition, the Company may request the United States to enter into the litigation to protect the interests of the United States.

ATTACHMENT H - CONFIDENTIALITY TERMS

This Attachment is incorporated into the Contract for Services ("**Contract**") between the City of Charlotte ("**City**") and Randall Willie dba Mar's Shredding and Recycling (**Mar's Shredding and Recycling**). 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. **Mar's Shredding and Recycling** 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. Mar's Shredding and Recycling 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 Mar's Shredding and Recycling having a need to know such Confidential Information for purpose of performing work contemplated by written contracts between the City and Mar's Shredding and Recycling, and who has executed a confidentiality agreement containing substantially the same protections set forth herein. Notwithstanding the forgoing, Mar's Shredding and Recycling 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. Mar's Shredding and Recycling 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. Mar's Shredding and Recycling shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
 - 2.5. Mar's Shredding and Recycling 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, Mar's Shredding and Recycling 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. Mar's Shredding and Recycling will restrict employee access to the Confidential Information to those employees who need to know in order to: (a) fulfill Mar's Shredding and Recycling's contractual obligations to the City, or (b) resolve a dispute with the City. Mar's Shredding and

Recycling 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. Mar's Shredding and Recycling 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. Mar's Shredding and Recycling shall ensure that each person who obtains access to Confidential Information through Mar's Shredding and Recycling (including but not limited to Mar's Shredding and Recycling'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.** Mar's Shredding and Recycling shall have no obligation with respect to Confidential Information that Mar's Shredding and Recycling can establish:

- Was already known to Mar's Shredding and Recycling prior to being disclosed by the City;
- Was or becomes publicly known through no wrongful act of Mar's Shredding and Recycling;
- Was rightfully obtained by Mar's Shredding and Recycling 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, Mar's Shredding and Recycling 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 Mar's Shredding and Recycling 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.

ATTACHMENT I - CCPA PLAN CERTIFICATION

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.

Mar's Recycling and Shredding is limited in its geographical service area to North and South Carolina. We do have partners in various states that we can call on to help with a major service.

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.

Mar's sales staff is presently located only in North and South Carolina.

3. How you will you monitor and report all spend by City/Participating Public Agencies to the City for auditing purposes?

Mar's has several databases they can use to track business and services. We do encourage our clients to report as much activities as possible especially if we have not tracked it. Mar's CFO will be in charge of all financial matters and will do inhouse audits as well as outside audits once a year.

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?

Yes, the company will be able to use their likeness and company logo to go on its pages. Mar's will gladly accept this advertisement

2. Will your company be willing to advertise the CCPA logo and website on your organization's website?

Mar's will definitely advertise the CCPA logo on its website along with other vendors. This is great advertisement for Mar's, CCPA and the City of Charlotte.

3. Yes.

4. How do you plan to market the Contract(s) to other Participating Public Agencies rules?

We will market going by state and local rules and regulations. We will make sure we will check with the City and CCPA before any actual advertising is done.

ATTACHMENT J - 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 completed electronic CCPA registration and shall remain in effect until termination by a party giving 30 days written notice to the other party.

ATTACHMENT K – M/W/SBE UTILIZATION

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: | MAR'S Recycling & Shredding |
|----------------------|-----------------------------|

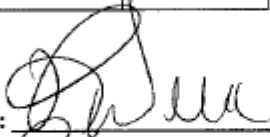
Please indicate if **your company** is any of the following:

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: City _____ Effective Date: _____ Expiration Date: Vendor
Registered and waiting on MBE & SBE _____

| | |
|--------------------------------|-------------|
| Total MBE Utilization | 100% |
| Total WBE Utilization | % |
| Total SBE Utilization | 100% |
| Total MWSBE Utilization | 100% |

Representative (signed): 
Representative Name: Brandon Wilkie

Date: 6/26/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

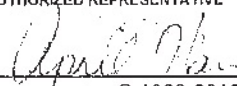
| | |
|---|--|
| PRODUCER Hutch Ham Agency, Inc. 1230 West Morehead St., Suite 306 Charlotte, NC 28208 | CONTACT NAME: April Ham |
| | PHONE (A/C, No, Ext): (704)525-6016 FAX (A/C, No): (704)525-4679 |
| | E-MAIL ADDRESS: april@hutchhaminsure.com |
| | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: Owners Insurance Co. NAIC # 32700 |
| | INSURER B: First Benefits Insurance Mutual |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |

COVERAGES CERTIFICATE NUMBER: 00003752-230588 REVISION NUMBER: 16

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|---------------|-------------------------|-------------------------|--|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | Y | 35266225 | 03/01/2023 | 03/01/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | 35266225 | 03/01/2023 | 03/01/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> Y N/A | WC-11341 | 07/18/2023 | 07/18/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS AGENCY WILL NOT NOTIFY CERTIFICATE HOLDER OR ADDITIONAL INSURED OF ANY POLICY CHANGES OR CANCELLATIONS AND WILL NOT BE LIABLE FOR NOT DOING SO
 City of Charlotte is an additional insured in regards to general liability per written contract
 Project Name: Citywide Document Management Services
 Contract Number: 2021000429

| | |
|--|--|
| CERTIFICATE HOLDER | CANCELLATION |
| City of Charlotte 600 East 4th St Charlotte, NC 28202 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (APE) |

© 1988-2015 ACORD CORPORATION. All rights reserved.