

Public Records Request #3003

The following materials have been gathered in response to public records request #3003. These materials include:

- RFP #FY19-RFP-26: Mail and Laboratory Sample Courier Services
- RFP #FY19-RFP-26: Mail and Laboratory Sample Courier Services – Required Forms – Help Service, LLC
- Drinking Water and Waste Water Routes
- Mail Courier Route

This information was provided as a response to a public records request on 11/13/19 and is current to that date. There is a possibility of more current information and/or documents related to the stated subject matter.

Further Information

For further information about this request or the Citywide Records Program, please contact:

Cheyenne Flotree
Citywide Records Program Manager
City of Charlotte/City Clerk's Office
600 East 4th Street, 7th Floor
Charlotte, NC 28202
Cheyenne.Flotree@charlottenc.gov

Amelia Knight
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City of Charlotte/City Clerk's Office
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REQUEST FOR PROPOSALS

MAIL AND LABORATORY SAMPLE COURIER SERVICES

RFP # FY19-RFP-26

**PROPOSERS MUST BE REGISTERED AS A
CITY OF CHARLOTTE CERTIFIED SMALL
BUSINESS ENTERPRISE (SBE) TO
RESPOND**



**CITY OF CHARLOTTE
NORTH CAROLINA**

May 20, 2019

REQUEST FOR PROPOSALS
RFP # FY19-RFP-26
Mail and Laboratory Sample Courier Services

May 20, 2019

Dear Service Provider:

Charlotte Water, a department of the City of Charlotte, North Carolina, is now accepting Proposals for mail and laboratory sample courier services. By the Proposal due date, any Company wishing to submit a Proposal for these Services must be certified by the City of Charlotte as a Small Business Enterprise (SBE). The remaining requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **May 29, 2019 at 3:00 p.m.**, at the Environmental Services Facility (ESF), 4222 Westmont Drive, Charlotte, North Carolina 28217, Conference Room A. Please bring a copy of the RFP with you at that time.

An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Ryan Lingholm at Ryan.Lingholm@CharlotteNC.gov.

All Proposals are due at Charlotte Water, 5100 Brookshire Boulevard, Charlotte, NC 28216, no later than **June 11, 2019 at 2:00 p.m.**

One (1) electronic copy of the Proposal on a flash drive in a searchable format such as MS Word or Adobe Acrobat and one (1) original Proposal signed in ink by a company official authorized to make a legal and binding offer, plus five (5) copies of your Proposal must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals
Attention: Ryan Lingholm
[Name of Company Submitting Proposal]
Mail and Laboratory Sample Courier Services
RFP # FY19-RFP-26

RFP questions must be directed to Ryan Lingholm, Procurement Division, per the enclosed instructions in Section 2.4. The City is an equal opportunity purchaser.

Sincerely,

Ryan Lingholm
Commodities and Services Purchasing Agent

cc: RFP Project Team
RFP file

Checklist for submitting a Proposal:

Step 1-Read the document fully.

Steps 2-If you have any questions send them before the deadline listed in Section 2.1.

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

Proposal Copies - Please provide the specified number for each format

- 1 Copy on a flash drive
- 1 Copy marked "Original"
- 5 Copies marked "Copy"

Proposal Format - Proposals should be formatted as follows:

- Cover Letter per **Section 4.1.1**
- Proposed Solution per **Section 4.1.2**
- Section 6, Form 1, Addenda Receipt Confirmation**
- Section 6, Form 2, Proposal Submission**
- Section 6, Form 3, Pricing Worksheet**
- Section 6, Form 4, Company's Background Response**
- Section 6, Form 5, References**
- Section 6, Form 6, Additional Company Questions**
- Section 6, Form 7, Certification Regarding Debarment, Suspension and Other Responsibility Matters**
- Section 6, Form 8, Byrd Anti-Lobbying Certification**
- Section 6, Form 9, Information Security Agreement**

The above items constitute all that must be included in the Proposal. If awarded a contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in Section 7.

It is the Company's responsibility to check the following URL for any addenda or changes to this Project.

<http://charlottewater.org/opportunities>

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Section 1

Introduction and General Information

1. INTRODUCTION.

1.1. Objective.

The objective of this RFP is to solicit Proposals that will enable the City to determine which Company and Proposed Solution will best meet the City's needs for transporting interoffice mail and laboratory samples to and from various Charlotte Water and other City locations.

1.2. Definitions.

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

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

Affiliates: Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs services.

Charlotte Business Inclusion (CBI): Refers to the Charlotte Business Inclusion office of the City of Charlotte.

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

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

Company: During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the City to provide the Services.

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

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

Deliverables: Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.

Department: Refers to a department within the City of Charlotte.

Documentation: Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.

Evaluation Committee: Refers to a City appointed committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the City.

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Introduction and General Information

<i>Project:</i>	Refers to the City's need for a service provider to provide Mail and Laboratory Sample Courier Services for the City.
<i>Proposal:</i>	Refers to the proposal submitted by a Company for the Services as outlined in this RFP.
<i>Services:</i>	Refers to the Mail and Laboratory Sample Courier Services as requested in this RFP.
<i>Small Business Enterprise/SBE:</i>	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
<i>Trade Secrets:</i>	Information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. See N.C. Gen. Stat. § 66-152 et seq. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
<i>Work Product:</i>	Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.
<i>Manifest:</i>	Schedule detailing times, days/dates, and/or locations utilized for Laboratory sample courier services that is developed by the City and successful Company.
<i>Route Schedule:</i>	Schedule detailing times, days/dates, and/or locations utilized for mail courier services that is developed by the City and successful Company.
<i>Business Hours:</i>	Business hours shall be defined as 7:00 a.m. to 6:00 p.m. Monday through Friday, and as otherwise specifically stated in the Manifest and/or Route Schedule (as applicable). Service days and times in the Manifest and/or Route Schedule (as applicable) are to be considered within business hours and non-holidays.
<i>Unspecified Locations:</i>	Locations not specified in a Manifest or Route Schedule.
<i>Special and/or</i>	As-needed courier services (for interoffice mail and/or the

Section 1

Introduction and General Information

Emergency Requests: Lab) that are not included in the Manifest or Route Schedule and may be requested 24 hours per day, seven days per week, including weekends and holidays.

1.3. Accuracy of RFP and Related Documents.

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

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in RFP Section 2.2.

1.4. City's Rights and Options.

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

- 1.4.1. To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, or to cancel this RFP, at any time;
- 1.4.2. To require any Companies to supplement or clarify its Proposal or provide additional information relating to its Proposals;
- 1.4.3. To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 1.4.4. To waive any defect or irregularity in any Proposal received;
- 1.4.5. To reject any or all Proposals;
- 1.4.6. To share the Proposals with City employees and contractors in addition to the Evaluation Committee as deemed necessary by the City;
- 1.4.7. To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;
- 1.4.8. To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms; and
- 1.4.9. To terminate discussions and negotiations with any Company at any time and for any reason.

1.5. Expense of Submittal Preparation.

The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation

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Introduction and General Information

process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

1.6. **Proposal Conditions.**

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

1.6.1. RFP Not An Offer.

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

1.6.2. Trade Secrets and Personal Identification Information

Definition.

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

Instructions for Marking and Identifying Trade Secrets.

If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified in accordance with this Section 1.6.2 by clearly separating them from the rest of the Proposal. For hard copy documents, it must be submitted in a separate, sealed envelope, marked either "Personally Identifiable Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." For electronic submissions it must also be submitted on a separate CD or flash drive. In both hard copy or electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

Availability of Proposals to City Staff and Contractors.

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

Availability of Proposals via Public Records Requests.

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

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Introduction and General Information

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

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

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

1.6.3. Amendments to RFP.

If the City amends this RFP, addenda will be posted to the IPS website at <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>. Companies are required to acknowledge receipt of each addendum by including the Addenda Receipt Confirmation Form (Section 6, Form 1) with their Proposals.

1.6.4. Proposal Terms Firm and Irreversible.

The signed Proposal shall be considered a firm offer on the part of the Company. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Company chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election.

1.6.5. Proposal Binding for 180 Days.

Section 6, Form 2 contains a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Company. All prices quoted shall be firm and fixed for the full Contract period. The City shall have the option to accept subject to exception by Contract.

1.6.6. Charlotte Business INClusion Program.

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

1.6.7. SBE Certification.

Per Part A: Section 2.3 of the City's Charlotte Business INClusion policy, the City has designated this project for SBE participation only. The selected

Section 1

Introduction and General Information

Companies recommended for Contract award must be certified by the City of Charlotte as a Small Business Enterprise by the Proposal due date. Certificate application information can be found at the link: [SBE Registration Requirements](#).

- 1.6.8. Equal Opportunity.
The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.
- 1.6.9. Use of City's Name.
No advertising, sales promotion, or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.
- 1.6.10. Withdrawal for Modification of Proposals.
Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date. Only formal written requests addressed in the same manner as the Proposal and received by the City prior to the Proposal due date will be accepted. The request must be in a sealed envelope that is plainly marked "**Modifications to Proposal.**" No oral modifications will be allowed. If the Company complies with this Section, after the Proposal due date, the Proposal, will be withdrawn or corrected in accordance with the written request(s).
- 1.6.11. No Bribery.
In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.
- 1.6.12. Fair Trade Certifications.
By submitting a Proposal, the Company certifies that:
- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
 - Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and
 - No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
- 1.6.13. Companies' Obligation to Fully Inform Themselves.
Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Company's own risk.

Introduction and General Information

- 1.6.14. Environmentally Preferable Purchasing.
Intentionally Omitted.

Section 2

Procurement Process

2. PROCUREMENT PROCESS.

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

2.1. Schedule and Process.

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

DATE	EVENT
May 20, 2019	<i>Issuance of RFP.</i> The City issues this RFP.
May 29, 2019	<i>Non-Mandatory Pre-Proposal Conference</i> to be held at the location indicated in Section 2.3 at 3:00 p.m.
June 3, 2019	<i>Submission of Written Questions After the Pre-Proposal Conference.</i> Questions are due by 2:00 p.m.
June 11, 2019	<i>Proposal Submission.</i> Proposals are due by 2:00 p.m. at Charlotte Water, 5100 Brookshire Blvd. Charlotte, NC 28216.
June 2019	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
July 2019	<i>Contract Award by City Manager.</i>
August 1, 2019	<i>Services commence.</i> Company begins providing the Services.

2.2. Interpretations and Addenda.

There are two (2) ways to ask questions about this RFP: (1) submit a question in writing to the Procurement Officer at the e-mail address listed below; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted methods, Companies should refrain from contacting City staff prior to the Proposal deadline. **The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement Officer.**

Ryan Lingholm
City of Charlotte – Charlotte Water
5100 Brookshire Boulevard
Charlotte, NC 28216
RFP # FY19-RFP-26
Fax: 704-632-8512
E-mail: Ryan.Lingholm@CharlotteNC.gov

When submitting questions, please reference the RFP page and topic number.

After the Pre-Proposal Conference, questions must be submitted in writing by the deadline stated in Section 2.1. In the case of questions not submitted by the deadline, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal deadline. When responding to Company questions or issuing addenda to the RFP, the City will post the answer or information to the Internet at <http://charlottewater.org/opportunities> , referencing solicitation # FY19-RFP-26. Companies are required to acknowledge their receipt of each addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 1).

Section 2

Procurement Process

2.3. Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on **May 29, 2019 at 3:00 p.m.** The meeting will be held at the Environmental Services Facility (ESF), 4222 Westmont Drive, Charlotte, North Carolina 28217, Conference Room A.

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify Ryan Lingholm in advance of the conference date and time identifying the special accommodations required.

2.4. Submission of Proposals.

Proposals must be in the format specified in Section 4 of this RFP. One (1) electronic copy on a flash drive in a searchable format such as MS Word or Adobe Acrobat and one (1) original Proposal signed in ink by a company official authorized to make a legal and binding offer, plus five (5) copies shall be submitted to the address listed in Section 2.1 above by **June 11, 2019 on or before but no later than 2:00 p.m.** The original Proposal and each of the copies shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information.

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

Proposals may be mailed, or placed in the designated locked Procurement box in the 2nd Floor Lobby at the above address. Proposals must be submitted in a sealed envelope or box with the following information clearly notated on the face of it:

Proposals ENCLOSED

RFP #: FY19-RFP-26

MAIL AND LABORATORY SAMPLE COURIER SERVICES

Name of Proposer

Address of Proposer

If submitted via mail (by a third party vendor): the outside sealed Proposals envelope or box must contain the aforementioned information clearly notated on the face of it.

If hand delivered via depositing in the designated box, the Proposals envelope must be placed inside the box designated for SERVICES located in the 2nd Floor Lobby. Packages must be the following dimensions or smaller: 12"W x 8.25"H x 11.5"D. If the package is larger, it must be separated into smaller packages with the outside of the package clearly marked "PACKAGE X OF X". Proposer shall allow enough time to sign in at the reception desk and obtain a visitor badge in order to access the 2nd floor.

No responsibility will be attached to the City for prematurely opening Proposals not properly addressed or identified.

Each Proposer is solely responsible for the timely delivery of their Proposals. Proposers accept all risks of late delivery regardless of fault. Any Proposals received after the date and time specified, regardless of the mode of delivery, shall not be considered. The Procurement Officer will confirm receipt of Proposal to all Proposers via email within 24 hours of the Proposal deadline.

Do not arrive at Charlotte Water Procurement Unit on the Proposal due date for the purposes of reviewing your competitors' Proposals. The Proposals will not be read

Section 2

Procurement Process

aloud or made available to inspect or copy until any trade secret issues have been resolved. All Proposals will be held in a secure place until opening.

2.5. Correction of Errors.

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

2.6. Evaluation.

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

The City may in its discretion require one or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

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

2.7. Contract Award by City Manager.

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

2.8. Vendor Inclusion.

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

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

<http://charlottenc.gov/vendors>

3. SCOPE OF MAIL AND LABORATORY SAMPLE COURIER SERVICES.

3.1. General Scope.

3.1.1. Laboratory (Lab) Courier Service:

This service consists of courier services for Lab samples. The successful Company shall provide courier services to transport Lab samples, via coolers or other City-provided carrying equipment, from locations identified in Section 3.3.2 to Environmental Services Facility (ESF) Laboratory Services, 4222 Westmont Drive, Charlotte, NC 28217. Lab sample courier services may also be required to and from Unspecified Locations, as requested by the City. The successful Company shall provide sufficient staff and vehicle counts to ensure lab courier services adhere to the City's requirements. Specific routes and number of pickups per trip to ESF is at the successful Company's discretion, so long as time and location schedules in the Manifest are adhered to.

Lab samples are placed in coolers or other transporting equipment by Charlotte Water personnel to separate warm from cool. Each piece of transporting equipment will be lifted by the Company's staff and may weigh up to approximately 50 pounds and are sized to be transported in a vehicle equal to or smaller than a cargo van. Larger than a cargo van type of vehicles may incur difficulty accessing various locations and are not recommended. Samples transported include but are not limited to water samples and processed sewage samples. Drivers may be required or prefer to wear personal protection equipment (PPE), such as disposable gloves, while handling some transporting equipment.

3.1.2. Mail Courier Service:

This service consists of delivering interoffice mail for Charlotte Water to and from locations identified in Section 3.4. The successful Company shall provide sufficient staff and vehicle counts to ensure the delivery of interoffice mail is performed in accordance with the City's Route Schedule.

While the City is flexible with respect to certain elements of the mail and laboratory sample courier services, the City has specific requirements and preferences for the Service delivery method. The City may award to one or multiple Proposers.

3.2. City's Project Managers.

References to City Project Managers shall mean the City Project Manager(s) responsible for the applicable service and whom will be identified after contract award.

3.3. Manifest for Lab Courier Services.

3.3.1. A Manifest will typically cover one calendar year at a time. A sample Manifest detailing pickup locations, times, and days/dates is included herein as Exhibit A for reference. The Manifest to be utilized to perform services will be created by the City and successful Company after contract award.

3.3.2. Pickup facilities to be included in the Manifest are:

3.3.2.1. Lee S. Dukes Water Treatment Plant (WTP): 7980 Babe Stillwell Road, Huntersville, NC 28078

3.3.2.2. River Location: 12548 Pump Station Road, Charlotte, NC 28216

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- 3.3.2.3. Vest WTP: 820 Beatties Ford Road, Charlotte, NC 28216
- 3.3.2.4. Franklin WTP: 5200 Brookshire Road, Charlotte, NC 28216
- 3.3.2.5. Mallard Creek Waste Water Treatment Plant (WWTP): 12400 Highway 29 North, Charlotte, NC 28269
- 3.3.2.6. McDowell Creek WWTP: 4901 Neck Road, Huntersville, NC 28078
- 3.3.2.7. Sugar Creek WWTP: 5301 Closeburn Road, Charlotte, NC 28210

3.4. Mail Courier Route Schedule.

A Route Schedule will typically cover one calendar year at a time. A sample Route Schedule detailing pickup locations, times, and days/dates is included herein for reference. The Route Schedule to be utilized to perform services will be created by the City and successful Company after contract award. Pickup days, locations, and service timeframes to be included in the Route Schedule are provided below. Location contacts will be provided to the successful company after contract award.

- 3.4.1. Mondays, Wednesdays, and Fridays (10:30 a.m. to 12:00 p.m. and 2:00 p.m. to 3:00 p.m.)
 - 3.4.1.1. Brookshire: 5100 Brookshire Blvd., Charlotte, NC 28216
 - 3.4.1.2. Environmental Services Facility/ESF: 4222 Westmont Dr., Charlotte, NC 28217
 - 3.4.1.3. Field Operations, Zone 4: 4100 W. Tyvola Road, Charlotte, NC 28208
 - 3.4.1.4. Government Center: 600 E 4th St., Charlotte, NC 28202
 - 3.4.1.5. Old City Hall: 600 E. Trade St., Charlotte, NC 28202
 - 3.4.1.6. General Commerce: 5730 General Commerce Dr., Charlotte, NC 28213
 - 3.4.1.7. Franklin Water Treatment Plant (WTP): 5200 Brookshire Rd., Charlotte, NC 28216
 - 3.4.1.8. Brookshire
 - 3.4.1.9. ESF
 - 3.4.1.10. Government Center
- 3.4.2. Tuesdays and Thursdays (10:30 a.m. to 1:00 p.m. and 2:00 p.m. to 3:00 p.m.)
 - 3.4.2.1. Brookshire
 - 3.4.2.2. ESF
 - 3.4.2.3. Field Operations, Zone 4
 - 3.4.2.4. Field Operations, Zone 3: 12131 Park Rd., Charlotte, NC 28226
 - 3.4.2.5. Government Center
 - 3.4.2.6. Old City Hall
 - 3.4.2.7. General Commerce
 - 3.4.2.8. Franklin WTP
 - 3.4.2.9. Brookshire
 - 3.4.2.10. ESF
 - 3.4.2.11. Government Center

3.5. Performance Standards for Lab Courier Service.

- 3.5.1. The successful Company shall perform Lab courier services as scheduled in accordance with the Manifest, and be available for as-needed Lab courier services for special and/or emergency requests 24 hours per day, seven days per week, including holidays and weekends.

Section 3

Scope of Services

3.5.2. Special and/or emergency requests shall be picked up from and delivered to specified locations within the same calendar day as the City's request, unless otherwise scheduled or approved by the City. Such requests normally occur during the City's business hours, but may be requested at any time.

3.5.3. It shall be the responsibility of the successful Company's driver(s) to complete an accurate Chain of Custody log (example in Exhibit B) for each cooler (or other transporting equipment) transported, unless custody seal prohibits such action.

3.6. Performance Standards for Mail Courier Service.

3.6.1. The successful Company shall perform mail courier services as scheduled in accordance with the Route Schedule.

3.7. City-Observed Holidays (subject to change during Contract Term)

The City is closed on:

- New Year's Day
- Dr. Martin Luther King, Jr. Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day and Thanksgiving Friday
- Christmas

Holidays occurring on a weekend have historically been observed by the City on the closest-occurring weekday to the holiday(s). In addition to the holidays listed above, the City may close for one additional day prior to, or following, the Christmas holiday. References herein to holiday(s) shall refer to City-observed holidays. Holidays, other than those listed in the Manifest, shall constitute as outside of business hours.

3.8. Equipment.

There is no equipment to be purchased as part of this contract.

3.9. Training.

The successful Company shall follow Charlotte Water's badge policy (Exhibit C), and each driver shall be provided with an orientation session to become familiar with the various City locations' pick-up areas, parking availability, and building contacts.

3.10. Special Conditions.

3.10.1. Performance of the Services: The successful Company shall be responsible for the complete and timely performance of all the services under this Proposal and for all vehicles and related equipment, and supplies required to successfully perform all services.

3.10.2. Work Order: A Work Order is a written order issued by the City Project Manager directing the successful Company to perform a special and/or emergency request. Most work orders can be carried out during the routine workday and should not require work outside of business hours. Work Orders are typically communicated via email, but may not be limited to this communication method.

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- 3.10.3.** Statements and Invoices: The successful Company shall prepare and submit to the City, and copy the City Project Manager, monthly statements by courier service.

 - 3.10.3.1.** The successful Company shall submit invoices for each calendar month.
 - 3.10.3.2.** Invoices will reflect actual services rendered and their corresponding totals. Invoices will not be averaged over time.
 - 3.10.3.3.** Properly documented, substantiated invoices shall be payable within thirty (30) days after approval by the City Project Manager. Those invoices not acceptable to the City Project Manager shall be returned to the Company for correction and subsequent re-submittal for payment.
- 3.10.4.** Supervision: The successful Company shall provide trained, qualified Manager(s) capable of providing adequate supervision to accomplish the services. The successful Company shall provide contact information for the Company's dispatch, and contact information for a Charlotte-area Supervisor for emergencies. The Company's Manager(s) shall be available to communicate with the City Project Manager at all times.
- 3.10.5.** Communication: The City Project Manager must have authority and ability to communicate directly with the drivers to relay route information and special needs.

 - 3.10.5.1.** The successful Company shall provide mobile device number(s) of the Contract Manager(s) to the City Project Manager.
 - 3.10.5.2.** The successful Company shall provide the Contract Manager with email service and a device providing the ability to check such service 24 hours per day, seven days per week.
 - 3.10.5.3.** Should the Contract Manager be away from the site or otherwise not able to respond to telephone calls, another authorized person shall be designated to act for the successful Company.
 - 3.10.5.4.** Telephone numbers of the drivers, Contract Manager(s), and supervisor(s) shall be provided to the City Project Manager.
 - 3.10.5.5.** Drivers shall be accessible, via mobile phone or similar device, to the City Project Manager at all times while providing services. The City Project Manager shall be provided a list of all employee names and contact numbers applicable to the services being rendered.
- 3.10.6.** Continuity of Operations: Back-up drivers shall be familiar with routes and schedules, and be available to continue services with no or minimal service interruption in the event of a primary drivers' absence.
- 3.10.7.** Uniforms: The successful Company shall ensure all its employees are in clean, neat, and appropriately attired uniforms and closed-toe shoes at all times during the performance of the services. The uniform shall consist of a shirt with the Company's name printed and prominently displayed on the shirt.
- 3.10.8.** Vehicles, Equipment, & Supplies: The successful Company shall furnish all vehicles and related equipment and supplies necessary to properly perform

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the services. The service vehicle shall clearly identify the successful Company's name and/or logo.

3.10.8.1. Maintenance and Repair:

3.10.8.1.1. The successful Company shall maintain all vehicles to proper and safe working order, and keep such vehicles in clean and cosmetically-pleasing condition.

3.10.8.1.2. All vehicles utilized by the successful Company in the performance of the services shall meet all applicable safety requirements. Vehicles shall undergo all applicable inspections, including annual North Carolina State inspection.

3.10.8.1.3. The successful Company shall maintain, or have access to, secondary vehicles to ensure continuity of operations.

3.10.8.1.4. The successful Company shall maintain adequate vehicle insurance, as detailed in Section 27 of the Contract Terms and Conditions.

3.10.9. Service Delays and Cancellations: Services shall be provided during inclement weather, unless otherwise approved by the City. The successful Company shall notify the City Project Manager by telephone if a delay will cause a driver to arrive 15 minutes or more outside of the scheduled pickup or delivery time. Foreseen issues that may or will cause delays or cancellations in services are to be submitted to the City for consideration at least 24 hours prior to the scheduled service time.

3.11. Pricing.

3.11.1. Lab Sample Courier Services Pricing:

3.11.1.1. Mileage for Lab sample courier services will utilize the pickup location as the origin and the drop-off location as the destination when calculating mileage.

3.11.1.2. Line item number 1 shall be a per-pickup fee for courier services with defined locations and times, as detailed in the Manifest.

3.11.1.3. Line item number 2 shall be a per-pickup fee for special and/or emergency courier services during business hours (not listed in the Manifest) at locations defined in the Manifest.

3.11.1.4. Line item number 3 shall be a per-pickup fee for special and/or emergency courier services outside of business hours (not listed in Manifest) but at locations defined in the Manifest.

3.11.1.5. Line item number 4 shall be a per-mile fee for courier services performed to and/or from unspecified locations/times during business hours (not listed in the Manifest).

3.11.1.6. Line item number 5 shall be a per-mile fee for courier services performed to and/or from unspecified locations/times outside of business hours (not listed in the Manifest).

3.11.1.7. The successful Company shall receive compensation per pickup location, not per trip to ESF.

3.11.2. Mail Courier Services Pricing:

3.11.2.1. Line item number 6 shall be a per month fee for courier services performed in accordance with the Route Schedule.

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- 3.11.2.2.** Line item number 7 shall be a per occurrence fee for courier services performed outside of business hours, and/or on Saturdays, Sundays, or holidays (not listed in Route Schedule). A maximum of one fee per day shall be charged to the City (e.g. service performed on a Saturday at 6:30 p.m. shall constitute only one Non-Route Schedule Delivery Fee).
- 3.11.3.** Pricing will remain firm for the initial term of the contract. Price adjustments may be considered thereafter, providing that the successful Company submits a request, in writing and to the City's Project Manager, at least sixty (60) days prior to the contract's anniversary date detailing the requested adjustment and appropriate justification for such adjustment.
- 3.11.4.** Services may be prorated utilizing a mutually-agreed upon formula, should services not be fully rendered.
- 3.12. SBE Certification.**
Per Part A: Section 2.3 of the City's Charlotte Business INClusion policy, the City has designated this project for SBE participation only. The selected Companies recommended for Contract award must be certified by the City of Charlotte as a Small Business Enterprise by the Proposal due date. Certificate application information can be found at the link: [SBE Registration Requirements](#).

Section 4

Proposal Content and Format

4. PROPOSAL CONTENT AND FORMAT.

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Company's preference, the City requires strict adherence to the format. The Proposal will be in the format described below:

- A. Cover letter;
- B. Proposed Solution;
- C. The "Addenda Receipt Confirmation" set forth in Section 6, Form 1;
- D. The "Proposal Submission" set forth in Section 6, Form 2;
- E. The "Pricing Worksheet" set forth in Section 6, Form 3;
- F. The "Company's Background Response" form set forth in Section 6, Form 4;
- G. The "References" set forth in Section 6, Form 5;
- H. The "Additional Company Questions" set forth in Section 6, Form 6;
- I. The "Certification Regarding Debarment, Suspension and Other Responsibility Matters" set forth in Section 6, Form 7;
- J. The "Byrd Anti-Lobbying Certification" set forth in Section 6, Form 8; and
- K. The "Information Security Agreement" set forth in Form 9.

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

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

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

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

4.1. Proposal Content.

4.1.1. Cover Letter.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers of the Company along with the name, title, address, email address,

Section 4

Proposal Content and Format

telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services.

4.1.2. Proposed Solution.

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

4.1.3. Required Forms.

To be deemed responsive to this RFP, Companies must complete, in detail, all Proposal Forms listed in this Section 4, items numbered C through L.

Section 5

Evaluation Criteria

5. PROPOSAL EVALUATION CRITERIA.

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

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

- a. City of Charlotte Small Business Enterprise (SBE) Certification;
- b. Qualifications and Experience;
- c. Project Approach and Proposed Solution;
- d. Cost Effectiveness and Value; and
- e. Acceptance of the Terms of the Contract

5.1. SBE Certification.

Company must provide a copy of the Company's City of Charlotte Small Business Enterprise (SBE) certificate or verification of certification status with Proposal submission. If your Company is not a City of Charlotte Small Business Enterprise (SBE), your Company's proposal will be deemed non-responsive and not evaluated.

5.2. Qualifications and Experience.

Companies will be evaluated on the background and experience information provided in Section 6, Form 4 and additional questions information provided in Section 6, Form 6.

5.3. Project Approach / Proposed Solution.

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

5.4. Cost Effectiveness and Value.

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

5.5. Acceptance of the Terms of the Contract.

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the Contract Terms and Conditions language provided in Section 7. Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP.

Section 6
Required Forms

REQUIRED FORM 1 - ADDENDA RECEIPT CONFIRMATION

RFP # FY19-RFP-26

Mail and Laboratory Sample Courier Services

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the City's Contract Opportunities Site at <http://charlottewater.org/opportunities> .

ADDENDUM #:

**DATE ADDENDUM
DOWNLOADED FROM CITY OF
CHARLOTTE CONTRACT
OPPORTUNITIES WEBSITE:**

1

06/04/19

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

Phil Nichols
(Please Print Name)

06/04/19
Date

Authorized Signature

Owner
Title

Help Service, LLC
Company Name

REQUIRED FORM 2 - PROPOSAL SUBMISSION FORM

RFP # FY19-RFP-26

Mail and Laboratory Sample Courier Services

This Proposal is submitted by:

Company Name: HELP Service, LLC.

Representative (printed): Philman Nichols

Address: 1409 East Blvd, Suite 4B

City/State/Zip: Charlotte, N.C. 28203

Email address: phil@theHELPService.com

Telephone: 704-502-2421
(Area Code) Telephone Number

Facsimile: 704-910-6180
(Area Code) Fax Number

For written confirmation and questions regarding the proposal submission, contact:

Name : Philman (Phil) Nichols

Phone Number: 704-502-2421, 980-721-2325

Email Address: phil@theHELPService.com

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

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.
4. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the

Section 6
Required Forms

solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such proposal.

5. As part of its Proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
7. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.
8. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Contract Terms and Conditions as included herein as Section 7. As such, I have elected to do the following:

Include exceptions to the Contract Terms and Conditions in the following section of my Proposal: _____

Not include any exceptions to the Contract Terms and Conditions.

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

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

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

Authorized Signature

Date

Philman Nichols

Print Name

Owner

Title

Section 6 Required Forms

REQUIRED FORM 3 - PRICING WORKSHEET RFP # FY19-RFP-26

Mail and Laboratory Sample Courier Services

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

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

Clearly state which service your Company is interested in.

- Lab Sample Courier Service Only
 Mail Courier Service Only
 Both Lab Samples and Mail Courier Service

LAB SAMPLE COURIER PRICING:

Item No.	Annual Estimated Qty.	Unit of Measure	Description	Unit Price	Extended Price
1	1640	Per Pickup	Courier Services Defined in the Manifest	\$16.00	26,240
2	12	Per Pickup	Special and/or Emergency Courier Services at Defined Locations – During Business Hours	\$16.00	192.00
3	N/A	Per Pickup	Special and/or Emergency Courier Services at Defined Locations – Outside of Business Hours	\$16.00	N/A
4	N/A	Per Mile	Courier Services to and/or from Unspecified Locations – During Business Hours	\$1.75	N/A
5	N/A	Per Mile	Courier Services to and/or from Unspecified Locations – Outside of Business Hours	\$2.25	N/A

MAIL COURIER SERVICE PRICING:

Item No.	Annual Estimated Qty.	Unit of Measure	Description	Unit Price	Extended Price
6	12	Per Month	Monthly Service Fee	\$9.00	2,028.00
7	N/A	Per Occurrence	Non-Route Schedule Delivery Fee	\$9.00	N/A

Section 6 Required Forms

I propose to perform Lab Sample and/or Mail Courier Services, as noted above, for the proposed prices provided above. I understand the pricing provided are figures that would be used to develop a performance contract with the City. This section shall be completed by a company representative who is authorized to enter into a contract.

NAME OF SERVICE PROVIDER: Help Service, LLC

NAME OF AUTHORIZED PERSONEL: (PRINT) Philman G. Nichols

SIGNATURE OF AUTHORIZED PERSONEL: _____

TITLE OF AUTHORIZED PERSONEL: Owner

DATE: 06/10/19

Section 6 Required Forms

REQUIRED FORM 4 – COMPANY’S BACKGROUND RESPONSE

RFP # FY19-RFP-26

Mail and Laboratory Sample Courier Services

Companies shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Company’s legal name	Help Service, LLC
Company Location (indicate corporate headquarters and location that will be providing the services).	1409 East Boulevard, Suite 4B, Charlotte NC 28203
Is your Company a City of Charlotte Small Business Enterprise (SBE)?	Yes
How many years has your company been in business? How long has your company been providing lab and/or mail courier services?	HELP Service, LLC for 31/2 Years Formerly Help Personal Errands and Services for 17 years
How many public sector (cities or counties) clients does your company have that are utilizing lab and/or mail courier services?	2
List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	0
List any litigation that your company has been involved with during the past two (2) years for lab and/or mail courier services.	0
Provide an overview and history of your company.	Help Service, formerly Help Personal Errands and Services has been in business for over 20 years. We specialize in courier work for companies in various industries and personal errands for individuals. HELP was one of the primary couriers for Carolinas Healthcare System, now Atrium Health, where we gained experience in lab, pharmacy, x-ray, interoffice mail, US Mail and distribution center deliveries. We’ve also delivered food for restaurant, film for photography companies, artwork for studios and chemicals for manufacturing plants.
Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.	The organization operates solely as a Limited Liability Company with no parent companies, subsidiaries, affiliates or other related entities.
Describe the ownership structure of your company, including any significant or controlling equity holders.	HELP Service is 100% owned by Philman G. Nichols

Section 6 Required Forms

Provide a management organization chart of your company's overall organization, including director and officer positions and names and the reporting structure.	<ol style="list-style-type: none"> 1. Philman Nichols – Owner 2. Patricia Mapp – Operations Manager
Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company's team for providing lab and/or mail courier services.	<p>Harry Morris – Primary Driver Patricia Mapp – Operations Manager Nicholas McPherson – Lead Driver Paul Kitchens – Driver Linda Taylor – Driver Harry Morris - Driver</p>
Are any of the employee's contract workers? If so, how many? How many employees will be allocated to each service defined in Section 3?	<ol style="list-style-type: none"> 1. Yes 2. Contract Workers 3. 3 Drivers will be allocated
Explain how your organization ensures that personnel performing lab and/or mail courier services are qualified and proficient.	<p>HELP Service is the incumbent courier service and has been performing the lab and courier services for Charlotte Water for the last 4 years. Previously to that, we've done lab and mail delivery for Carolinas Healthcare System off and on for the past 20 years.</p>
Provide information regarding the staffing depth within your organization to perform lab and/or mail courier services, including number of primary and secondary drivers, as well as subcontractors' staff, if applicable.	<p>There will be 2 primary drivers dedicated to perform lab and courier services for Charlotte Water. One for the Drinking Water Route and One for the Waste Water and interoffice mail route. The current drivers who are doing these now will remain in place. There are Two backup drivers for each route, who've performed the routes numerous times for the past 4 years whenever the primary driver's need to be off.</p>
Describe your security procedures to include handling of sensitive and confidential information.	<p>HELP Service has been trained and adheres to all HIPAA rules and regulations.</p>

Section 6
Required Forms

REQUIRED FORM 5 – REFERENCES

RFP # FY19-RFP-26

Mail and Laboratory Sample Courier Services

Companies shall complete the form below. The City’s preference is for references from organizations of similar size or where the Company is performing similar services to those described herein. If such references are not available, individuals or companies that can speak to the Company’s performance are adequate.

REFERENCE 1:

Name of Client: Atrium Health **Main Phone:** 704-512-6970

Address: 11304 Hawthorne Drive, Suite 230, Mint Hill NC 28227

Primary Contact: Rosena Jones **Title:** Manager of Mobile Passenger Services

Contact Phone: 704-355-0634 **Contact E-mail:** Rosena.jones@atriumhealth.org

Service Dates: January 2005 – November 2015

Summary & Scope of Project: Responsible for various scheduled routes such as lab, pharmacy, interoffice mail, delivering warehouse packages, packages for the administration, on call runs and stat runs.

Contract Value: \$ 400,000.00 **Number of Client Employees:** 50

Section 6
Required Forms

REFERENCE 2:

Name of Client: Charlotte Mecklenburg School System **Main Phone:** 704-335-0601;
980-344-0117

Address: 601 East 5th Street, Charlotte NC 28202 ; 1230 Alleghany Street, Charlotte NC
28208

Primary Contact: LaKia Roseborough; June Keistler **Title:** Safe Journey Administrative
Support / IS&S Project Coordinator

Contact Phone: 704-408-6111; 980-344-6111 **Contact E-**
mail: Iroseborough@cischarlotte.org; June.keistler@cms.k12.nc.us

Service Dates: August 2012 – Present; June 2014 – August 2018

Summary & Scope of Project: Pick up students from home and schools and transport to
monthly programs.

Pick up equipment form multiple CMS Schools and deliver to CMS Warehouse

Contract Value: \$ 5000.00 yearly; 1200.00 yearly **Number of Client Employees:** 30; 20

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REFERENCE 3:

Name of Client: Zoes Kitchen Main Phone: 704-347-5858

Address: 1055 Metropolitan Ave, Suite 110, Charlotte NC 28204

Primary Contact: Karen Arellano Title: Catering Director

Contact Phone: 980-208-6894 Contact E-mail
midtowncharlotte@zoeskitchen.com

Service Dates: April 2010 - Present

Summary & Scope of Project: Delivery and setup of catered food for customers

Contract Value: \$ 24,000.00 yearly Number of Client Employees: 15

REQUIRED FORM 6 – ADDITIONAL COMPANY QUESTIONS

RFP # FY19-RFP-26

Mail and Laboratory Sample Courier Services

Companies shall include responses to the additional questions posed below. Responses may be provided on a separate sheet provided that such response clearly includes the question reference numbers.

General Questions:

1. What steps will your organization take to ensure that the transition of Services runs smoothly?
We are the incumbent company so everything will remain in place.
2. Describe the risks associated with this Contract.
Due to the fact that we've been doing these routes for the past 4 years, I do not see any risks.
 - a. What contingencies have been built in to mitigate those risks?
Any situation that arises will be communicated to Charlotte Water and taken care of by Help Service.
3. Provide a picture and description of your Company's uniforms.
*Polo and T-shirts with Khaki Pants along with ID Badges.
Picture is attached.*
4. Provide a picture and description of your Company's branded vehicles.
*Cargo Van, SUV and Car with Company Logo on them.
Picture is attached.*
5. How does your Company address driver performance issues, and how does the City become notified of such issues?
Driver Issues are handled by the operations manager, who then reports the issues to the owner who will enforce necessary disciplinary action. If performance is unsatisfactory on the route, they will be replaced by another driver. The city will be notified immediately if there's a problem of any kind on the route.
6. What are your Company's guidelines and policies about providing services in inclement weather?
Due to the nature of our business, all personnel are required to report to work regardless of the weather.
7. What is the proposed fleet of vehicles to be utilized to provide services? Include the number of vehicles, as well as the make, model, and year of each vehicle.
3 vehicles
 1. Ford Escape 2008
 2. Ford 1500 Van 2007
 3. Ford Fusion 2007
 - a. Describe your Company's preventative maintenance plan.
Oil is changed monthly, tires are rotated monthly and there's a daily checklist to make sure all vehicles are ready for operation
 - b. Describe your Company's plan for unexpected repairs.
We have a AAA Membership for vehicles needing towing, keys locked in cars and jump starts. Vehicles are repaired asap at a repair shop that we've had a relationship since inception. Vehicles are placed back on route upon completion of repairs.

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8. What is your Company's supervision plan, to align with the requirements set forth in Section 3.10.4? **Help Service is supervised by The Operations Manager, who used to be the person actually doing the lab and mail routes for Charlotte Water.**
9. Describe in detail your Company's communication structure, in accordance with Section 3.10.5.
Our communication structure starts with the owner communicating information and instructions pertinent to the subject at hand to the operations manager who then she relays it to the drivers.
 - a. How will your Company communicate unforeseen route changes to drivers?
The Operations Manager will communicate individually to the drivers and have them to sign a form stating that they've been made aware of such changes.
10. What is your Company's continuity of operations plan, in accordance with Section 3.10.6?
There are 2 primary drivers assigned to the routes and 2 backup drivers assigned for backup. All 4 drivers have been cross-trained on each of the routes.

Lab Sample Courier Service Questions:

1. What is the proposed methodology to provide same-day delivery services for special and/or emergency requests?
Special, emergency or same-day delivery services will be done by primary drivers if it can be added to their routes but if not, one of the backup drivers will fulfill the request.
2. How will your Company ensure the Chain of Custody log is completed by each driver?
Drivers are instructed to fill out Chain of Custody log at each location and then review them upon arrival at lab to make sure nothing was over looked and unsigned.
3. Utilizing Exhibit A as a guide for timeframes and taking into consideration the City's pickup/delivery locations and other requirements, submit a Manifest detailing how your Company proposes to meet the City's needs. Include pickup and delivery locations, times, and days of the week.
See Attached Schedule
4. How will your Company assure communication availability 24 hours per day, seven days per week?
The owner, Phil Nichols, is available at all times at 980-721-2325 as well as The Operations Manager, Patricia Mapp, 704-605-6555.

Mail Courier Service Questions:

1. Taking into consideration the City's delivery timeframes, pickup and delivery locations, and other requirements, submit a Route Schedule detailing how your Company proposes to meet the City's needs. Include pickup and delivery locations, times, and days of the week.
See Attached Schedule

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**REQUIRED FORM 7 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

RFP # FY19-RFP-26

Mail and Laboratory Sample Courier 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 10% equity interest in it (collectively “Principals”):

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

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

- I hereby certify as stated above:**

Signature of Authorized Representative (Prime Contractor)

Print Name: Philman Nichols

Title: Owner

Date: 06/10/19

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

Signature of Authorized Representative (Prime Contractor)

Print Name:

Title:

Date:

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REQUIRED FORM 8 - BYRD ANTI-LOBBYING CERTIFICATION

RFP # FY19-RFP-26

Mail and Laboratory Sample Courier Services

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

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

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

HELP Service, LLC (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.

Signature of Representative: _____
Printed Name of Representative: Philman Nichols
Date: 06/10/19
Company Name: HELP Service, LLC
Address: 1409 East Blvd, Suite 4B
City/State/Zip: Charlotte, NC 28203

REQUIRED FORM 9-INFORMATION SECURITY AGREEMENT
RFP # FY19-RFP-26

Mail and Laboratory Sample Courier Services



INFORMATION SECURITY AGREEMENT

I understand certain water & sewer infrastructure data, operational details and other utility information records (as defined in N.C. General Statute Chapter 132, City of Charlotte Restricted Data Policy and Charlotte Water Information Security Procedure) qualify as security-sensitive or restricted information, and their release is therefore carefully managed and potentially exempt from disclosure requirements. As an individual and/or as an appointed representative of the company/agency listed below, I agree the information provided to me will only be used for the legitimate business or community function for which the information was requested and provided.

I acknowledge the conditional release of sensitive/restricted water & sewer data, maps or other records does not in itself create any rights to operate, adjust, modify or otherwise interfere with the operation of any Charlotte Water or other City facility. Any released data that provides location of underground facilities will never be used as a substitute for contacting a one-call center, such as 811, prior to excavation activities.

I will neither create nor publish information or maps using sensitive/restricted water & sewer data. No part of sensitive/restricted information is to be copied or distributed outside my agency without the express written consent of Charlotte Water. Unless specifically authorized to do so in writing by Charlotte Water's Contracts & Procurement Team or other authorized staff, I and the agency I represent will not redistribute any sensitive/restricted project information to other parties (including subcontractors or clients) and any requests for sensitive/restricted information from parties outside my agency will be directed to Charlotte Water.

Charlotte Water geographic data and other records are provided for general information purposes only. While Charlotte Water makes every effort to confirm the accuracy of information, it does not warrant nor guarantee information provided is accurate, current or complete. Charlotte Water assumes no responsibility for the consequences of inappropriate uses or misinterpretations of released data. I acknowledge that failure to follow this Agreement may result in actions including but not limited to forfeiture of access to sensitive/restricted information, contract termination, limits upon future work and payment of damages, if any. I will destroy this information when its stated use for the intended purpose has expired. I will safeguard the information against any use inconsistent with this Agreement and against any further disclosure or dissemination. *This agreement expires five years from the date listed below.*

PRINTED NAME: _____ DATE: _____

COMPANY/AGENCY NAME: _____ PHONE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

EMAIL ADDRESS: _____

SIGNATURE _____

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Parties will execute a contract similar to the Contract terms and conditions as used in this Section of the RFP. The term "Agreement" shall refer to the agreement entered into between the City and the Supplier, and the term "Company" shall refer to the Supplier.

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

AGREEMENT TO PROVIDE MAIL AND LABORATORY SAMPLE COURIER SERVICES

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is made and entered into as of this August 1, 2019 (the "Effective Date"), by and between HELP Service, LLC, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # FY19-RFP-26) for mail and laboratory sample courier services dated May 20, 2019. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the City desires that the Company provide certain Mail and Laboratory Sample Courier Services ("Services"), and the Company desires to provide such Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced Services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. **EXHIBITS.** The Exhibits below are hereby incorporated into and made a part of this Contract. Any conflict between language in an Exhibit or Appendix to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to COMPANY NAME in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A: PRICE SCHEDULE

EXHIBIT B: SCOPE OF WORK

EXHIBIT C: REQUIRED FORMS

2. **DEFINITIONS.** This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **DESCRIPTION OF SERVICES.** The Company shall be responsible for providing the Services described in Exhibit B attached to this Contract and incorporated herein by reference. Without limiting the foregoing, the Company will perform the Services and meet the requirements as set forth in Exhibit B. However, the Company shall not be responsible for tasks specifically assigned to the City in this Contract or in Exhibit B.

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4. COMPENSATION.

- 4.1. **TOTAL FEES AND CHARGES.** The City agrees to pay the Company a fixed price (the “Purchase Price”) as full and complete consideration for the satisfactory performance of all the requirements of this Contract. This amount constitutes the maximum total fees and charges payable to the Company under this Contract including Expenses and will not be increased except by a written instrument duly executed by both parties, which expressly states that it amends this Section of the Contract. The City agrees to pay the Company on a time and materials basis. The City agrees to pay the Company for the Services at the hourly rates set forth in Exhibit A, which shall remain firm for the duration of the Contract.
- 4.2. **NO EXPENSES CHARGEABLE.** The Company shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Contract.
- 4.3. **EMPLOYMENT TAXES AND EMPLOYEE BENEFITS.** The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker’s compensation and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.
- 4.4. **INVOICES.** Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company 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.
- The Company shall email all invoices to cocap@charlottenc.gov.
- 4.5. **DUE DATE OF INVOICES.** Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.
- 4.6. **PRE-CONTRACT COSTS.** The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date of this Contract.
- 4.7. **AUDIT.** During the term of this Contract and for a period of one (1) year after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company’s compliance with the terms and conditions of this Contract or the City’s payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

5. **RECORDS.** The Company shall be responsible for keeping a record that accurately states the type of Service performed, and the locations and times of each stop. The City shall have the right to audit the Company’s invoices, expense reports and other documents relating to the Services performed under this Contract, and shall not be required to pay for Services which did not occur, or which occurred in breach of this Contract. The Company shall make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. and 5:00 p.m. Monday through

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Friday, whenever requested by the City.

6. **TIME IS OF THE ESSENCE.** Time is of the essence in having the Company perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit B, including all completion dates, response times and resolution times (the “Completion Dates”). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.
7. **NON-APPROPRIATION OF FUNDS.** If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any 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 the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
8. **COMPANY PROJECT MANAGER.** The duties of the Company Project Manager include, but are not limited to:
 - 8.1. Coordination of schedules and the Company’s resource assignment based upon the City’s requirements and schedule constraints;
 - 8.2. Acting as the Company’s point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;
 - 8.3. Communication among and between the City and the Company’s staff;
 - 8.4. Promptly responding to the City Project Manager when consulted in writing or by E-mail;
 - 8.5. Identifying and providing the City with timely written notice of all issues that may threaten the Company’s Services in the manner contemplated by the Contract (with “timely” meaning immediately after the Company becomes aware of them);
 - 8.6. Ensuring that adequate quality assurance procedures are in place throughout the Contract; and
9. **CITY PROJECT MANAGER.** The duties of the City Project Manager are to (i) ensure that the Company delivers all requirements and specifications in the Contract; (ii) coordinate the City’s resource assignment as required to fulfill the City’s obligations pursuant to the Contract; (iii) promptly respond to the Company Project Manager when consulted in writing or by E-mail with respect to project issues; and (iv) act as the City’s point of contact for all aspects of the Services including contract administration and coordination of communication with the City’s staff. The City shall be allowed to change staffing for the City Project Manager position on one (1) business day’s notice to the Company.
10. **DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.** The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City’s personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel or facilities other than those that Exhibit B specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City’s failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide

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any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

- 11. COMPANY PERSONNEL REMOVAL, REPLACEMENT, PROMOTION, ETC.** The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the City in writing. The Company will replace any personnel that leave the Project with persons having at least equivalent qualifications who are approved by the City in writing. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors.
- 12. BACKGROUND CHECKS.** Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall 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: (i) 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 (ii) a reference check.

After starting work under this Contract, the Company is required to perform a Background Check for each new Company employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Company undertakes a new project under this Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each Company employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.

If a person's duties under this Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

- A motor vehicle records check.

The Company 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.

The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

The City may conduct its own background checks on principals of the Company 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.

- 13. ACCEPTANCE OF TASKS.** Within a reasonable time after a particular Deliverable has been completed (or such specific time as may be set forth in Exhibit B), the Company shall submit a written notice to the City's Project Manager stating the Deliverable(s) that have been met. This notice shall include a signature page for sign-off by the City Project Manager indicating acceptance of such Deliverable(s).

If the City Project Manager is not satisfied that the Deliverable(s) has been met, a notice of rejection (a "Rejection Notice") shall be submitted to the Company by the City Project Manager that specifies the nature and scope of the deficiencies that the City wants corrected. Upon receipt of a Rejection Notice, the Company shall: (i) act diligently and promptly to correct all deficiencies identified in the Rejection Notice, and (ii) immediately upon completing such corrections give the City a written, dated

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certification that all deficiencies have been corrected (the “Certification”). In the event the Company fails to correct all deficiencies identified in the Rejection Notice and provide a Certification within thirty (30) days after receipt of the Rejection Notice, the City shall be entitled to terminate this Contract for default without further obligation to the Company and without obligation to pay for the defective work.

Upon receipt of the corrected Deliverable(s), or a Certification, whichever is later, the above-described Acceptance procedure shall recommence. The City shall not be obligated to allow the Company to recommence curative action with respect to any deficiency previously identified in a Rejection Notice, or more than once for any given Deliverable (and shall be entitled to terminate this Contract for default if the Company does not meet this time frame).

14. **NON-EXCLUSIVITY.** The Company acknowledges that it is one of several providers of Professional Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.
15. **EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS.** Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date.
16. **REPRESENTATIONS AND WARRANTIES OF COMPANY.**
 - 16.1. **GENERAL WARRANTIES.**
 - 16.1.1. The Services shall satisfy all requirements set forth in this Contract, including but not limited to the attached Exhibits;
 - 16.1.2. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under this Contract by virtue of interruptions in the computer systems used by the Company;
 - 16.1.3. All Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
 - 16.1.4. Neither the Services nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
 - 16.1.5. The Company and each Company employee provided by the Company to the City shall have the qualifications, skills and experience necessary to perform the Services described or referenced in Exhibit B;
 - 16.1.6. All information provided by the Company about each Company employee is accurate; and
 - 16.1.7. Each Company employee is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such employees.
 - 16.2. **ADDITIONAL WARRANTIES.** The Company further represents and warrants that:
 - 16.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
 - 16.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

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- 16.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;
- 16.2.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 16.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 16.2.6. The performance of this Contract by the Company and each Company employee provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

17. OTHER OBLIGATIONS OF THE COMPANY.

- 17.1. **WORK ON CITY'S PREMISES.** The Company and all its employees will, whenever on the City's premises, obey all instructions and City policies that are provided with respect to performing Services on the City's premises.
- 17.2. **RESPECTFUL AND COURTEOUS BEHAVIOR.** The Company shall assure that its employees interact with City employees and the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.
- 17.3. **REPAIR OR REPLACEMENT OF DAMAGED EQUIPMENT OR FACILITIES.** In the event that the Company causes damage to the City's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Company's action.
- 17.4. **REGENERATION OF LOST OR DAMAGED DATA.** With respect to any data that the Company or any Company employees have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.
- 17.5. **NC E-VERIFY REQUIREMENT.** The Company shall 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.
- 17.6. **NC PROHIBITION ON CONTRACTS WITH COMPANIES THAT INVEST IN IRAN OR BOYCOTT ISRAEL.** Company 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.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 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. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

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18. REMEDIES.

- 18.1. **RIGHT TO COVER.** If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:
- a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
 - b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the services exceed the amount due the Company, collect the amount due from the Company.
- 18.2. **RIGHT TO WITHHOLD PAYMENT.** If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.
- 18.3. **SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.** The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches this Contract.
- 18.4. **SETOFF.** Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.
- 18.5. **OTHER REMEDIES.** Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

19. TERM AND TERMINATION OF CONTRACT.

- 19.1. **TERM.** This Contract shall commence on the Effective Date and shall continue in effect for two (2) years with the City having the unilateral right to renew for three (3) consecutive one (1) year terms.
- 19.2. **TERMINATION BY THE CITY.** The City may terminate this Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, the Company shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. The foregoing payment obligation is contingent upon: (i) the Company having fully complied with Section 20; and (ii) the Company having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered by each Company employee through the termination date and the percentage of completion of each task.
- 19.3. **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

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- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- b. The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
- c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of this Contract and shall state the party's intent to terminate this Contract if the default is not cured within the specified period.

Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Company for default, the Company shall continue to perform the Services required by this Contract for the lesser of: (i) six (6) months after the date the City receives the Company's written termination notice; or (ii) the date on which the City completes its transition to a new service provider.

- 19.4. **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute separate grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- a. Failure of the Company to complete a particular task by the completion date set forth in this Contract;
 - b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, the Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or
 - c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 19.5. **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 19.6. **CANCELLATION OF ORDERS AND SUBCONTRACTS.** In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall, upon termination, immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as

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- practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination.
- 19.7. **AUTHORITY TO TERMINATE.** The following persons are authorized to terminate this Contract on behalf of the City: (i) the City Manager, any Assistant City Manager, or any designee of the City Manager; or (ii) the Department Director of the City Department responsible for administering this Contract.
- 19.8. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all computer programs, files, documentation, media, related material and any other material and equipment that are owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding “Confidential Information,” as defined in this Contract.
- 19.9. **NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS.** Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 19.10. **OTHER REMEDIES.** The remedies set forth in this Section and Section 18 shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.
- 20. TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to shift the Services of the Company to another provider or to the City itself as described below (the “Transition Services”). Transition Services may include but shall not be limited to the following:
- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
 - Notifying all affected service providers and subcontractors of the Company;
 - Performing the Transition Services;
 - Answering questions regarding the Services on an as-needed basis; and
 - Providing such other reasonable services needed to effectuate an orderly transition to a new service provider.
- 21. CHANGES.** In the event changes to the Services (collectively “Changes”), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a “Change Statement”). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.

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In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Statement. If the receiving party does not accept the Change Statement in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Statement. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the City may require execution by the City Manager or a designee depending on the amount. Some increases may also require approval by Charlotte City Council.

22. CITY OWNERSHIP OF WORK PRODUCT.

22.1. The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, 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"). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company 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. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.

22.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes without the City's prior written consent, and shall treat the Intellectual Property as "Confidential Information" pursuant to Section 27 of the Contract.

22.3. The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by the Contract.

23. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and 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, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

24. **INDEMNIFICATION.** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of

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negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, 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 or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall 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 the Company 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, the Company shall promptly refund to the City all amounts paid under this Contract.

This Section 25 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

25. SUBCONTRACTING. Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations that it is required to perform under the Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

26. CONFIDENTIAL INFORMATION.

26.1. **CONFIDENTIAL INFORMATION.** Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

26.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of *information* of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

26.1.2. *Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."*

26.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*

26.1.4. *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168.* This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.

26.1.5. *Citizen or employee social security numbers collected by the City.*

26.1.6. *Computer security information of the City,* including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and

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security standards, procedures, processes, configurations, software and codes.

- 26.1.7. *Local tax records of the City that contains information about a taxpayer's income or receipts.*
- 26.1.8. *Any attorney / City privileged information disclosed by either party.*
- 26.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 26.1.10. *The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*
- 26.1.11. *Building plans of city-owned buildings or structures, as well as any detailed security plans.*
- 26.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility services.*
- 26.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories stated in Sections 27.1.3 through 27.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one (1) year prior to the date of this Contract.

- 26.2. RESTRICTIONS. The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 26.2.1. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.
- 26.2.2. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.
- 26.2.3. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 26.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
- 26.2.5. The Company shall use its best efforts to enforce the proprietary rights of the City and the City's vendors, licensors and suppliers (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession

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of or discloses Confidential Information in a manner not permitted by this Contract.

- 26.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 26.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 26.3. EXCEPTIONS. The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:
 - 26.3.1. Was already known to the Company prior to being disclosed by the disclosing party;
 - 26.3.2. Was or becomes publicly known through no wrongful act of the Company;
 - 26.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;
 - 26.3.4. Was used or disclosed by the Company with the prior written authorization of the City;
 - 26.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;
 - 26.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.
- 26.4. UNINTENTIONAL DISCLOSURE. Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.
- 26.5. REMEDIES. The Company acknowledges that the unauthorized disclosure of the Confidential Information of the City will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

27. INSURANCE.

- 27.1. TYPES OF INSURANCE. The Company shall obtain and maintain during the life of this Contract, with an insurance company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:
 - 27.1.1. 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 - bodily injury and property damage.

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- 27.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone 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, operations, personal and advertising injury, and contractual liability, assumed under the indemnity provision of this Contract.
- 27.1.3. Workers' Compensation and Employers Liability - meeting the statutory requirements of the State of North Carolina, \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.
- 27.1.4. Professional Errors & Omissions - insurance with a limit of not less than \$1,000,000 per claim, \$1,000,000 aggregate as shall protect the contractor and the contractor's employees for negligent acts, errors or omissions in performing the professional services under this contract.

The Company 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. The Company shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

27.2. OTHER INSURANCE REQUIREMENTS.

- 27.2.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.
- 27.2.2. The City of Charlotte shall be named as an additional insured for operations or services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.
- 27.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.
- 27.2.4. 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.
- 27.2.5. 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 the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

28. COMMERCIAL NON-DISCRIMINATION. As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the

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Company 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 the Company retaliate against any person or entity for reporting instances of such discrimination. The Company 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. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company 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 days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company 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.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the 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.

The Company 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 the Company from participating in City contracts and other sanctions.

29. **NOTICES AND PRINCIPAL CONTACTS.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For The Company:	For The City:
	Ryan Lingham
	Charlotte Water Procurement Unit
	5100 Brookshire Blvd.
	Charlotte, NC 28216
	Phone: 704-336-1034
	Fax: 704-632-8512
	E-mail: ryan.lingham@charlottenc.gov
With Copy To:	With Copy To:
	Thomas Powers
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-5877
	E-mail: tpowers@charlottenc.gov

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Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice, which is sent by telefax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

30. MISCELLANEOUS.

- 30.1. ENTIRE AGREEMENT. This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.
- 30.2. AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.
- 30.3. GOVERNING LAW AND JURISDICTION. The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 30.4. BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations thereunder without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
- 30.5. CITY NOT LIABLE FOR DELAYS. It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder caused by injunction or other legal or equitable proceedings or on account of any other delay for any cause beyond the City's reasonable control. The City shall not be liable under any circumstances for lost profits or any other consequential, special or indirect damages.
- 30.6. FORCE MAJEURE.
- 30.6.1. The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.
- 30.6.2. Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event

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for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

- 30.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Contract.
- 30.6.4. Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.
- 30.7. SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 30.8. NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City.
- 30.9. APPROVALS. All approvals or consents required under this Contract must be in writing.
- 30.10. WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 30.11. SURVIVAL OF PROVISIONS. The following sections of this Contract shall survive the termination hereof:
- “Employment Taxes and Employee Benefits”
 - “Representations and Warranties of Company”
 - “Term and Termination of Contract”
 - “City Ownership of Work Product”
 - “Indemnification”
 - “Confidential Information”
 - “Insurance”
 - “Notices and Principal Contacts”
 - “Miscellaneous”
- 30.12. CHANGE IN CONTROL. In the event of a change in “Control” of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term “Control” shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

Section 7

City Contract Terms and Conditions

- 30.13. **DRAFTER’S PROTECTION.** Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 30.14. **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.
- 30.15. **CONFLICT OF INTEREST.** The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed under the Contract.
- 30.16. **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.
- 30.17. **HARASSMENT.** The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.
- 30.18. **TRAVEL UPGRADES.** The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract unless this Contract specifically requires reimbursement. If this Contract requires reimbursement by the City: (a) the City will only pay coach/economy rate airline fares, and (b) the Company’s invoices shall include sufficient detail of travel expenses to demonstrate that fares were at coach/economy rates. Notwithstanding the foregoing, nothing in this provision shall preclude complimentary upgrades to first class or business class seating, mileage, points, or credits based upgrades, or upgrades paid for by the contractor so long as the City is not charged for or asked to reimburse the upgrade charge or the value of the miles, points, or credits used.
- 30.19. **TAXES.** Except as specifically stated elsewhere in this Contract, the Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.
- 30.20. **COUNTERPARTS.** This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

Section 7

City Contract Terms and Conditions

- 30.21. 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."

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REQUIRED FORM 1 - ADDENDA RECEIPT CONFIRMATION

RFP # FY19-RFP-26

Mail and Laboratory Sample Courier Services

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the City's Contract Opportunities Site at <http://charlottewater.org/opportunities>.

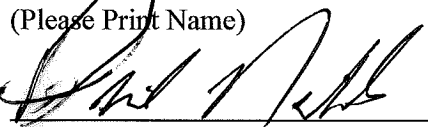
ADDENDUM #:

**DATE ADDENDUM
DOWNLOADED FROM CITY OF
CHARLOTTE CONTRACT
OPPORTUNITIES WEBSITE:**

1

06/04/19

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

Phil Nichols
(Please Print Name)


Authorized Signature

06/04/19
Date

Owner
Title

Help Service, LLC
Company Name

Section 6 Required Forms

REQUIRED FORM 2 - PROPOSAL SUBMISSION FORM

RFP # FY19-RFP-26

Mail and Laboratory Sample Courier Services

This Proposal is submitted by:

Company Name: HELP Service, LLC.

Representative (printed): Philman Nichols

Address: 1409 East Blvd, Suite 4B

City/State/Zip: Charlotte, N.C. 28203

Email address: phil@theHELPService.com

Telephone: 704-502-2421
(Area Code) Telephone Number

Facsimile: 704-910-6180
(Area Code) Fax Number

For written confirmation and questions regarding the proposal submission, contact:

Name : Philman (Phil) Nichols

Phone Number: 704-502-2421, 980-721-2325

Email Address: phil@theHELPService.com

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

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.
4. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the

Section 6 Required Forms

solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such proposal.

5. As part of its Proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
7. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.
8. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Contract Terms and Conditions as included herein as Section 7. As such, I have elected to do the following:

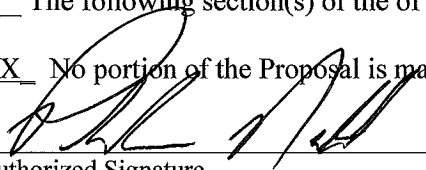
Include exceptions to the Contract Terms and Conditions in the following section of my Proposal: _____

Not include any exceptions to the Contract Terms and Conditions.

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

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

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


Authorized Signature

06-10-19
Date

Philman Nichols

Print Name

Owner

Title

Section 6
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REQUIRED FORM 3 - PRICING WORKSHEET
RFP # FY19-RFP-26

Mail and Laboratory Sample Courier Services

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

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

Clearly state which service your Company is interested in.

- Lab Sample Courier Service Only
- Mail Courier Service Only
- Both Lab Samples and Mail Courier Service

LAB SAMPLE COURIER PRICING:

Item No.	Annual Estimated Qty.	Unit of Measure	Description	Unit Price	Extended Price
1	1640	Per Pickup	Courier Services Defined in the Manifest	\$16.00	26,240
2	12	Per Pickup	Special and/or Emergency Courier Services at Defined Locations – During Business Hours	\$16.00	192.00
3	N/A	Per Pickup	Special and/or Emergency Courier Services at Defined Locations – Outside of Business Hours	\$16.00	N/A
4	N/A	Per Mile	Courier Services to and/or from Unspecified Locations – During Business Hours	\$1.75	N/A
5	N/A	Per Mile	Courier Services to and/or from Unspecified Locations – Outside of Business Hours	\$2.25	N/A

MAIL COURIER SERVICE PRICING:

Item No.	Annual Estimated Qty.	Unit of Measure	Description	Unit Price	Extended Price
6	12	Per Month	Monthly Service Fee	\$9.00	2,028.00
7	N/A	Per Occurrence	Non-Route Schedule Delivery Fee	\$9.00	N/A

Section 6
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I propose to perform Lab Sample and/or Mail Courier Services, as noted above, for the proposed prices provided above. I understand the pricing provided are figures that would be used to develop a performance contract with the City. This section shall be completed by a company representative who is authorized to enter into a contract.

NAME OF SERVICE PROVIDER: Help Service, LLC

NAME OF AUTHORIZED PERSONEL: (PRINT) Philman G. Nichols

SIGNATURE OF AUTHORIZED PERSONEL:  _____

TITLE OF AUTHORIZED PERSONEL: Owner

DATE: 06/10/19

Section 6 Required Forms

REQUIRED FORM 4 – COMPANY’S BACKGROUND RESPONSE

RFP # FY19-RFP-26

Mail and Laboratory Sample Courier Services

Companies shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Company’s legal name	Help Service, LLC
Company Location (indicate corporate headquarters and location that will be providing the services).	1409 East Boulevard, Suite 4B, Charlotte NC 28203
Is your Company a City of Charlotte Small Business Enterprise (SBE)?	Yes
How many years has your company been in business? How long has your company been providing lab and/or mail courier services?	HELP Service, LLC for 31/2 Years Formerly Help Personal Errands and Services for 17 years
How many public sector (cities or counties) clients does your company have that are utilizing lab and/or mail courier services?	2
List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	0
List any litigation that your company has been involved with during the past two (2) years for lab and/or mail courier services.	0
Provide an overview and history of your company.	Help Service, formerly Help Personal Errands and Services has been in business for over 20 years. We specialize in courier work for companies in various industries and personal errands for individuals. HELP was one of the primary couriers for Carolinas Healthcare System, now Atrium Health, where we gained experience in lab, pharmacy, x-ray, interoffice mail, US Mail and distribution center deliveries. We’ve also delivered food for restaurant, film for photography companies, artwork for studios and chemicals for manufacturing plants.
Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.	The organization operates solely as a Limited Liability Company with no parent companies, subsidiaries, affiliates or other related entities.
Describe the ownership structure of your company, including any significant or controlling equity holders.	HELP Service is 100% owned by Philman G. Nichols

Section 6 Required Forms

<p>Provide a management organization chart of your company's overall organization, including director and officer positions and names and the reporting structure.</p>	<ol style="list-style-type: none"> 1. Philman Nichols – Owner 2. Patricia Mapp – Operations Manager
<p>Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company's team for providing lab and/or mail courier services.</p>	<p>Harry Morris – Primary Driver Patricia Mapp – Operations Manager Nicholas McPherson – Lead Driver Paul Kitchens – Driver Linda Taylor – Driver Harry Morris - Driver</p>
<p>Are any of the employee's contract workers? If so, how many? How many employees will be allocated to each service defined in Section 3?</p>	<ol style="list-style-type: none"> 1. Yes 2. Contract Workers 3. 3 Drivers will be allocated
<p>Explain how your organization ensures that personnel performing lab and/or mail courier services are qualified and proficient.</p>	<p>HELP Service is the incumbent courier service and has been performing the lab and courier services for Charlotte Water for the last 4 years. Previously to that, we've done lab and mail delivery for Carolinas Healthcare System off and on for the past 20 years.</p>
<p>Provide information regarding the staffing depth within your organization to perform lab and/or mail courier services, including number of primary and secondary drivers, as well as subcontractors' staff, if applicable.</p>	<p>There will be 2 primary drivers dedicated to perform lab and courier services for Charlotte Water. One for the Drinking Water Route and One for the Waste Water and interoffice mail route. The current drivers who are doing these now will remain in place. There are Two backup drivers for each route, who've performed the routes numerous times for the past 4 years whenever the primary driver's need to be off.</p>
<p>Describe your security procedures to include handling of sensitive and confidential information.</p>	<p>HELP Service has been trained and adheres to all HIPAA rules and regulations.</p>

Section 6 Required Forms

REQUIRED FORM 6 – ADDITIONAL COMPANY QUESTIONS

RFP # FY19-RFP-26

Mail and Laboratory Sample Courier Services

Companies shall include responses to the additional questions posed below. Responses may be provided on a separate sheet provided that such response clearly includes the question reference numbers.

General Questions:

1. What steps will your organization take to ensure that the transition of Services runs smoothly?
We are the incumbent company so everything will remain in place.
2. Describe the risks associated with this Contract.
Due to the fact that we've been doing these routes for the past 4 years, I do not see any risks.
 - a. What contingencies have been built in to mitigate those risks?
Any situation that arises will be communicated to Charlotte Water and taken care of by Help Service.
3. Provide a picture and description of your Company's uniforms.
Polo and T-shirts with Khaki Pants along with ID Badges.
Picture is attached.
4. Provide a picture and description of your Company's branded vehicles.
Cargo Van, SUV and Car with Company Logo on them.
Picture is attached.
5. How does your Company address driver performance issues, and how does the City become notified of such issues?
Driver Issues are handled by the operations manager, who then reports the issues to the owner who will enforce necessary disciplinary action. If performance is unsatisfactory on the route, they will be replaced by another driver. The city will be notified immediately if there's a problem of any kind on the route.
6. What are your Company's guidelines and policies about providing services in inclement weather?
Due to the nature of our business, all personnel are required to report to work regardless of the weather.
7. What is the proposed fleet of vehicles to be utilized to provide services? Include the number of vehicles, as well as the make, model, and year of each vehicle.
3 vehicles
 1. Ford Escape 2008
 2. Ford 1500 Van 2007
 3. Ford Fusion 2007
 - a. Describe your Company's preventative maintenance plan.
Oil is changed monthly, tires are rotated monthly and there's a daily checklist to make sure all vehicles are ready for operation
 - b. Describe your Company's plan for unexpected repairs.
We have a AAA Membership for vehicles needing towing, keys locked in cars and jump starts. Vehicles are repaired asap at a repair shop that we've had a relationship since inception. Vehicles are placed back on route upon completion of repairs.

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8. What is your Company's supervision plan, to align with the requirements set forth in Section 3.10.4? Help Service is supervised by The Operations Manager, who used to be the person actually doing the lab and mail routes for Charlotte Water.
9. Describe in detail your Company's communication structure, in accordance with Section 3.10.5.
Our communication structure starts with the owner communicating information and instructions pertinent to the subject at hand to the operations manager who then she relays it to the drivers.
 - a. How will your Company communicate unforeseen route changes to drivers?
The Operations Manager will communicate individually to the drivers and have them to sign a form stating that they've been made aware of such changes.
10. What is your Company's continuity of operations plan, in accordance with Section 3.10.6?
There are 2 primary drivers assigned to the routes and 2 backup drivers assigned for backup. All 4 drivers have been cross-trained on each of the routes.

Lab Sample Courier Service Questions:

1. What is the proposed methodology to provide same-day delivery services for special and/or emergency requests?
Special, emergency or same-day delivery services will be done by primary drivers if it can be added to their routes but if not, one of the backup drivers will fulfill the request.
2. How will your Company ensure the Chain of Custody log is completed by each driver?
Drivers are instructed to fill out Chain of Custody log at each location and then review them upon arrival at lab to make sure nothing was overlooked and unsigned.
3. Utilizing Exhibit A as a guide for timeframes and taking into consideration the City's pickup/delivery locations and other requirements, submit a Manifest detailing how your Company proposes to meet the City's needs. Include pickup and delivery locations, times, and days of the week.
See Attached Schedule
4. How will your Company assure communication availability 24 hours per day, seven days per week?
The owner, Phil Nichols, is available at all times at 980-721-2325 as well as The Operations Manager, Patricia Mapp, 704-605-6555.

Mail Courier Service Questions:

1. Taking into consideration the City's delivery timeframes, pickup and delivery locations, and other requirements, submit a Route Schedule detailing how your Company proposes to meet the City's needs. Include pickup and delivery locations, times, and days of the week.
See Attached Schedule

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**REQUIRED FORM 7 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

RFP # FY19-RFP-26

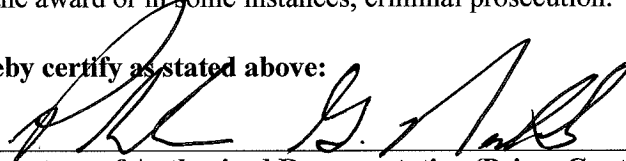
Mail and Laboratory Sample Courier Services

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 10% equity interest in it (collectively "Principals"):

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

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

I hereby certify as stated above:



Signature of Authorized Representative (Prime Contractor)

Print Name: Philman Nichols

Title: Owner

Date: 06/10/19

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

Signature of Authorized Representative (Prime Contractor)

Print Name:

Title:

Date:

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REQUIRED FORM 8 - BYRD ANTI-LOBBYING CERTIFICATION

RFP # FY19-RFP-26

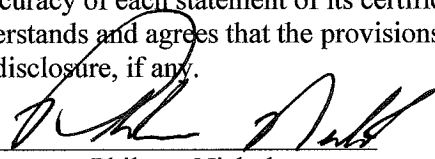
Mail and Laboratory Sample Courier Services

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

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

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

HELP Service, LLC (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.

Signature of Representative: 
Printed Name of Representative: Philman Nichols
Date: 06/10/19
Company Name: HELP Service, LLC
Address: 1409 East Blvd, Suite 4B
City/State/Zip: Charlotte, NC 28203

Section 7
City Contract Terms and Conditions

Parties will execute a contract similar to the Contract terms and conditions as used in this Section of the RFP. The term "Agreement" shall refer to the agreement entered into between the City and the Supplier, and the term "Company" shall refer to the Supplier.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**AGREEMENT TO PROVIDE
MAIL AND LABORATORY SAMPLE COURIER SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is made and entered into as of this August 1, 2019 (the "Effective Date"), by and between HELP Service, LLC, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # FY19-RFP-26) for mail and laboratory sample courier services dated May 20, 2019. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the City desires that the Company provide certain Mail and Laboratory Sample Courier Services ("Services"), and the Company desires to provide such Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced Services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. **EXHIBITS.** The Exhibits below are hereby incorporated into and made a part of this Contract. Any conflict between language in an Exhibit or Appendix to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to COMPANY NAME in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A: PRICE SCHEDULE

EXHIBIT B: SCOPE OF WORK

EXHIBIT C: REQUIRED FORMS

2. **DEFINITIONS.** This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **DESCRIPTION OF SERVICES.** The Company shall be responsible for providing the Services described in Exhibit B attached to this Contract and incorporated herein by reference. Without limiting the foregoing, the Company will perform the Services and meet the requirements as set forth in Exhibit B. However, the Company shall not be responsible for tasks specifically assigned to the City in this Contract or in Exhibit B.

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REQUIRED FORM 9-INFORMATION SECURITY AGREEMENT
RFP # FY19-RFP-26

Mail and Laboratory Sample Courier Services



INFORMATION SECURITY AGREEMENT

I understand certain water & sewer infrastructure data, operational details and other utility information records (as defined in N.C. General Statute Chapter 132, City of Charlotte Restricted Data Policy and Charlotte Water Information Security Procedure) qualify as security-sensitive or restricted information, and their release is therefore carefully managed and potentially exempt from disclosure requirements. As an individual and/or as an appointed representative of the company/agency listed below, I agree the information provided to me will only be used for the legitimate business or community function for which the information was requested and provided.

I acknowledge the conditional release of sensitive/restricted water & sewer data, maps or other records does not in itself create any rights to operate, adjust, modify or otherwise interfere with the operation of any Charlotte Water or other City facility. Any released data that provides location of underground facilities will never be used as a substitute for contacting a one-call center, such as 811, prior to excavation activities.

I will neither create nor publish information or maps using sensitive/restricted water & sewer data. No part of sensitive/restricted information is to be copied or distributed outside my agency without the express written consent of Charlotte Water. Unless specifically authorized to do so in writing by Charlotte Water's Contracts & Procurement Team or other authorized staff, I and the agency I represent will not redistribute any sensitive/restricted project information to other parties (including subcontractors or clients) and any requests for sensitive/restricted information from parties outside my agency will be directed to Charlotte Water.

Charlotte Water geographic data and other records are provided for general information purposes only. While Charlotte Water makes every effort to confirm the accuracy of information, it does not warrant nor guarantee information provided is accurate, current or complete. Charlotte Water assumes no responsibility for the consequences of inappropriate uses or misinterpretations of released data. I acknowledge that failure to follow this Agreement may result in actions including but not limited to forfeiture of access to sensitive/restricted information, contract termination, limits upon future work and payment of damages, if any. I will destroy this information when its stated use for the intended purpose has expired. I will safeguard the information against any use inconsistent with this Agreement and against any further disclosure or dissemination. *This agreement expires five years from the date listed below.*

PRINTED NAME: Ph. Iman Nichols DATE: 06-10-19
COMPANY/AGENCY NAME: Help Service, LLC PHONE: 704-502-2421
MAILING ADDRESS: 1409 East Blvd, Suite 4B
CITY, STATE, ZIP: Charlotte NC 28203
EMAIL ADDRESS: ph.i@TheHelpService.Com
SIGNATURE:

4222 Westmont Drive, Charlotte NC 28217

www.charlottewater.org

V1.0 adopted 09/21/16

Monday

Clean Water Route

Facility	Address	Pick up Time	Pick up Days
Vest WTP	820 Beatties Ford Rd. Charlotte, NC 28216	7:30am	Monday
Franklin WTP	5200 Brookshire Blvd. Charlotte, NC 28216	8:00 am	Monday
Lee S. Dukes WTP	7980 Babe Stillwell Rd Huntersville, NC 28078	9:00 am	Monday
ESF	4222 Westmont Drive Charlotte, NC 28216	10:00 am	Monday

Waste Water Treatment Plant Route

Facility	Address	Pick up Time	Pick up Days
Mallard Creek WWTP	12400 Hwy 29 N Charlotte, NC 28269	9:15am	Monday
McDowell Creek WWTP	4901 Neck Rd. Huntersville, NC 28078	10:00 am	Monday
Sugar Creek WWTP	5301 Closeburn Rd. Charlotte, NC 28210	10:30 am	Monday
ESF	4222 Westmont Drive Charlotte, NC 28216	10:50 am	Monday

TUESDAY Drinking Water Route

Facility	Address	Pick up Time	Pick up Days
Lee S. Dukes WTP	7980 Babe Stillwell Rd Huntersville, NC 28078	9:30 am	TUES
Vest WTP	820 Beatties Ford Rd. Charlotte, NC 28216	9:45 am	TUES
Franklin	5200 Brookshire Blvd. Charlotte, NC 28216	10:15 am	TUES
ESF	4222 Westmont Drive Charlotte, NC 28216	11:00 am	TUES

Water Treatment Plant Route

Facility	Address	Pick up Time	Pick up Days
McDowell Creek WWTP	4901 Neck Rd. Huntersville, NC 28078	10:00 am	TUES
ESF	4222 Westmont Drive Charlotte, NC 28216	10:40 am	TUES

WEDNESDAY

Clean Water Route

Facility	Address	Pick up Time	Pick up Days
Lee S. Dukes WTP	7980 Babe Stillwell Rd Huntersville, NC 28078	7:00 am	Wednesday
RIVER	12548 Pump Station Rd, Charlotte NC 28216	7:15 am	Wednesday
Vest WTP	820 Beatties Ford Rd. Charlotte, NC 28216	7:45 am	Wednesday
Franklin	5200 Brookshire Blvd. Charlotte, NC 28216	8:10 am	Wednesday
ESF	4222 Westmont Drive Charlotte, NC 28216	9:00 am	Wednesday

Waste Water Treatment Plant Route

Facility	Address	Pick up Time	Pick up Days
Mallard Creek WWTP	12400 Hwy 29 N Charlotte, NC 28269	9:15am	Wednesday
McDowell Creek WWTP	4901 Neck Rd. Huntersville, NC 28078	10:00 am	Wednesday
Sugar Creek WWTP	5301 Closeburn Rd. Charlotte, NC 28210	10:30 am	Wednesday
ESF	4222 Westmont Drive Charlotte, NC 28216	10:50 am	Wednesday

THURSDAY / FRIDAY Drinking Water Route

Facility	Address	Pick up Time	Pick up Days
Lee S. Dukes WTP	7980 Babe Stillwell Rd Huntersville, NC 28078	7:00 am	TH / FRI
Vest WTP	820 Beatties Ford Rd. Charlotte, NC 28216	7:30 am	TH / FRI
Franklin	5200 Brookshire Blvd. Charlotte, NC 28216	8:00 am	TH / FRI
ESF	4222 Westmont Drive Charlotte, NC 28216	9:00 am	TH / FRI

THURSDAY Water Treatment Plant Route

Facility	Address	Pick up Time	Pick up Days
McDowell Creek WWTP	4901 Neck Rd. Huntersville, NC 28078	10:00 am	Thursday
ESF	4222 Westmont Drive Charlotte, NC 28216	10:40 am	Thursday

FRIDAY

Waste Water Treatment Plant Route

Facility	Address	Pick up Time	Pick up Days
Mallard Creek WWTP	12400 Hwy 29 N Charlotte, NC 28269	9:15am	Friday
Sugar Creek WWTP	5301 Closeburn Rd. Charlotte, NC 28210	10:00 am	Friday
ESF	4222 Westmont Drive Charlotte, NC 28216	10:30 am	Friday

Saturdays

Drinking Water Route

Facility	Address	Pick up Time	Pick up Days
Lee S. Dukes WTP	7980 Babe Stillwell Rd Huntersville, NC 28078	8:00 am	SAT
Vest WTP	820 Beatties Ford Rd. Charlotte, NC 28216	8:30 am	SAT
Franklin WTP	5200 Brookshire Blvd. Charlotte, NC 28216	9:00 am	SAT
ESF	4222 Westmont Drive Charlotte, NC 28216	9:30 am	SAT

Weekends and Holidays

Waste Water Treatment Plant Route

Facility	Address	Pick up Time	Pick up Days
AS NEEDED	AS NEEDED	AS NEEDED	AS NEEDED

MAIL COURIER ROUTE

M,W,F

11:30am ENGINEERING – 5100 Brookshire Blvd
11:50AM ESF - 4222 Westmont Drive
12:05PM 4100 WEST TYVOLA
12:25PM GOVERNMENT CTR – 600 East 4th Street
12:40PM OLD CITY HALL – 600 East Trade Street, Suite 20
1:00PM GENERAL COMMERCE – 5730 General Commerce Blvd
1:25PM FRANKLIN WTR TREATMENT – 5200 Brookshire Blvd
1:30PM ENGINEERING – 5100 Brookshire Blvd
2:00PM ESF - 4222 Westmont Drive Charlotte, NC 28216
2:30PM GOVERNMENT CTR – 600 East 4th Street

Tues, Thurs

11:30am ENGINEERING – 5100 Brookshire Blvd
11:50AM ESF 4222 Westmont Drive
12:05PM 4100 WEST TYVOLA
12:30PM 12131 PARK ROAD
12:55PM GOVERNMENT CTR – 600 East 4th Street
1:10PM OLD CITY HALL – 600 East Trade Street, Suite 20
1:30PM GENERAL COMMERCE – 5730 General Commerce Blvd
1:55PM FRANKLIN WTR TREATMENT – 5200 Brookshire Blvd
2:05PM ENGINEERING – 5100 Brookshire Blvd
2:25PM ESF – 4222 Westmont Drive Charlotte, NC 28216
2:45PM GOVERNMENT CTR – 600 East 4th Street