Public Records Request #4378

The following materials have been gathered in response to public records request #4378. These materials include:

- RFP# 269-2020-147: Vehicle Cleaning, Detailing, and Decontamination Services – Proposal – Doctor Detail of Matthews
- RFP# 269-2020-147: Vehicle Cleaning, Detailing, and Decontamination Services – Proposal – MooreCars, LLC
- RFP# 269-2020-147: Vehicle Cleaning, Detailing, and Decontamination Services – Proposal – Mr. Refurbisher, Inc.
- RFP# 269-2020-147: Vehicle Cleaning, Detailing, and Decontamination Services – Proposal – Williams Detailing Services

This information was provided as a response to a public records request on 12/7/20 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
Public Records Specialist
City of Charlotte/City Clerk's Office
600 East 4th Street, 7th Floor
Charlotte, NC 28202
Amelia.Knight@charlottenc.gov

City of Charlotte Department of General Services
City Procurement

Request for Proposals

Attention: Nakayla Horlback

Doctor Detail of Matthews, LLC.
Vehicle Cleaning, Detailing, and Decontamination Services

RFP#: 269-2020-147

Doctor Detail of Matthews is a Minority Women Small Business Enterprise that has proudly served the Charlotte-Mecklenburg Police Department for the past ten (10) years. In the past recent five (5) years, our services have consistently extended to the Sheriff's Department, Fleet Management, and other affiliates.

With the attached proposal, it is in our deepest hopes to continue to serve the Charlotte-Mecklenburg Police Department and affiliates. Services will be professionally cleaned and/or decontaminated both on-site or off-site; whichever is most convenient for The City.

As we have exemplified in the past, our technicians have been professionally trained to clean and decontaminate all vehicles in accordance with EPA and OSHA guidelines for the removal of blood, bodily fluids, and other contaminates.

As provided in the past, our services are available on an *as-needed* basis and/or upon the Departments needs and requests. We hope this is found well and permits Doctor Detail to continue our collaboration with the Department in the future.

Respectfully,

Allison "AJ" James, Owner
Doctor Detail of Matthews, LLC.
8909 E. Independence Blvd., Ste. B
Matthews, NC, 28105
Tel: 704-537-9274
Fax: 704-246-6162

REQUIRED FORM 1 – REQUEST FOR PROPOSALS ACKNOWLEDGEMENT
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

The Company hereby certifies receipt of the Request for Proposals for the City of Charlotte, North Carolina RFP #269-2020-147, Vehicle Cleaning, Detailing, and Decontamination Services. This form should be completed upon receipt of the City's Request for Proposals and emailed in time for the City to receive it by or before **SEPTEMBER 9, 2020**. Failure to submit this form by the designated date shall not preclude the Company from submitting a proposal. Please email the completed Request for Proposals Acknowledgement Form to the attention of:

Nakayla Horlback
Department of General Services – City Procurement
Email: Nakayla.horlback@charlottenc.gov

Date: 9/28/2020

Authorized Signature: C. G

Title: Owner

Company Name: Doctor Detail of Matthews, LLC.

Contact Name: Allison James or Azaria Penny

Contact E-mail Address: drdetailofmatthews@gmail.com

Contact Phone Number: 704-537-9274 or 704-846-0483

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

_____ **We plan to attend the Pre-Proposal Conference and plan on submitting a Proposal**

Indicate number of attendees: In-Person _____ Via Teleconference _____

✓ **We do not plan to attend the Pre-Proposal Conference but plan on submitting a Proposal**

Reason: unable to schedule in timely manner

_____ **We do not plan to attend the Pre-Proposal Conference and do not plan on submitting a Proposal**

Reason: _____

REQUIRED FORM 2 – ADDENDA RECEIPT CONFIRMATION
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

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

ADDENDUM #:	DATE ADDENDUM DOWNLOADED FROM NC IPS:

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

Allison James
(Please Print Name)

9/28/2020
Date

A. G
Authorized Signature

Owner
Title

Doctor Detail of Matthews
Company Name

REQUIRED FORM 3 – PROPOSAL SUBMISSION FORM
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

This Proposal is submitted by:

Company Legal Name: Doctor Detail of Matthews, LLC.

Representative (printed): Allison James

Address: 8909 E. Independence Blvd. Suite B

City/State/Zip: Matthews, NC, 28105

Email address: drdetailofmatthews@gmail.com

Telephone: 704-537-9274
(Area Code) Telephone Number

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

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.
4. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such proposal.
5. As part of its Proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
7. None of Company's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Company.
8. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.
9. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Contract as provided in the RFP. As such, I have elected to do the following:

✓ Include exceptions to the Sample Contract in the following section of my Proposal: 4.1 – 4.2

___ Not include any exceptions to the Sample Contract.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("PII") as detailed in Section 1.6.12. I understand that the City is legally obligated to provide my Proposal documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

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

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

Representative (signed): _____

REQUIRED FORM 4 – PRICING WORKSHEET
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

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

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

The following Pricing Worksheets are provided for your use in the following pages:

4.1 Vehicle Cleaning Pricing – Off-Site.
(attach a-la-carte pricing and descriptions listings for Off-Site cleaning as a supplement to this worksheet).

4.2 Vehicle Cleaning Pricing – Offsite.
(attach a-la-carte pricing and descriptions listings for On-Site cleaning as a supplement to this worksheet).

4.3 Vehicle Decontamination Pricing.

PRICING WORKSHEET 4.1
VEHICLE CLEANING PRICING - OFFSITE
As Referenced within Scope of Services - Section 3.3

		Year 1	Year 2	Year 3	Year 4	Year 5
Type of Cleaning	**Vehicle Type**	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle
PACKAGED SERVICES						
Exterior Wash Only	A. Light Duty	$ 30	$ 30	$ 30	$ 30	$ 30
	B. Medium Duty	$ 55	$ 55	$ 55	$ 55	$ 55
Standard Wash and Interior Cleaning	A. Light Duty	$ 50	$ 50	$ 50	$ 50	$ 50
	B. Medium Duty	$ 75	$ 75	$ 75	$ 75	$ 75
Detail Services	A. Light Duty	$ 225	$ 225	$ 225	$ 225	$ 225
	B. Medium Duty	$ 275	$ 275	$ 275	$ 275	$ 275
EXTRA SERVICES						
Waxing		$ 80	$ 80	$ 80	$ 80	$ 80
Carpet and Mat Shampoo		$ 40	$ 40	$ 40	$ 40	$ 40
Rim Cleaning		$ 15	$ 15	$ 15	$ 15	$ 15
Tire Shine/Gloss		$ 10	$ 10	$ 10	$ 10	$ 10
Rain/snow/water repellant glass treatment		$ 30	$ 30	$ 30	$ 30	$ 30

A La Carte Services Pricing Sheet and Descriptions attached: ☑ **Check box to indicate pricing sheet provided**

PRICING WORKSHEET 4.2
VEHICLE CLEANING PRICING - ONSITE
As Referenced within Scope of Services - Section 3.4

Type of Cleaning	Vehicle Type	Year 1 Price Per Vehicle	Year 2 Price Per Vehicle	Year 3 Price Per Vehicle	Year 4 Price Per Vehicle	Year 5 Price Per Vehicle
PACKAGED SERVICES						
Exterior Wash Only	A. Light Duty	$ 30	$ 30	$ 30	$ 30	$ 30
	B. Medium Duty	$ 55	$ 55	$ 55	$ 55	$ 55
	C. Heavy Trucks	$ 80	$ 80	$ 80	$ 80	$ 80
Standard Wash and Interior Cleaning	A. Light Duty	$ 50	$ 50	$ 50	$ 50	$ 50
	B. Medium Duty	$ 75	$ 75	$ 75	$ 75	$ 75
	C. Heavy Trucks	$ 105	$ 105	$ 105	$ 105	$ 105
Detail Services	A. Light Duty	$ 225	$ 225	$ 225	$ 225	$ 225
	B. Medium Duty	$ 275	$ 275	$ 275	$ 275	$ 275
	C. Heavy Trucks	$ 400	$ 400	$ 400	$ 400	$ 400
EXTRA SERVICES						
Waxing		$ 80	$ 80	$ 80	$ 80	$ 80
Carpet and Mat Shampoo		$ 40	$ 40	$ 40	$ 40	$ 40
Rim Cleaning		$ 15	$ 15	$ 15	$ 15	$ 15
Tire Shine/Gloss		$ 10	$ 10	$ 10	$ 10	$ 10
Rain/snow/water repellant glass treatment		$ 30	$ 30	$ 30	$ 30	$ 30

A La Carte Services Pricing Sheet and Descriptions attached: ☑ **Check box to indicate pricing sheet provided**

PRICING WORKSHEET 4.3

A La Carte Services

	Light Duty	Medium Duty	Heavy Duty
Interior Detail	$145.00	$175.00	$205.00
Exterior Detail	$140.00	$190.00	$245.00
Seats Shampooed Only	$45.00	$75.00	$105.00
Paint Removal/Vandalism	$175.00	$215.00	$300.00
Ionizer	$30.00	$30.00	$30.00

A La Carte Service Description

-***Interior Detail***: as described in "Scope of Services".

-***Exterior Detail***: as described in "Scope of Services".

-***Paint Removal/Vandalism***: consists of hand wash and removal of all overspray and/or spray paint (graffiti) on the exterior of vehicles.

-***Ionizer Treatment***: consists of smell/odor removal technology.

Vehicle Cleaning, Detailing, and Decontamination Services

Doctor Detail of Matthews

RFP #: 269-2020-147

Re: Cleaning Exceptions

The following exceptions to cleaning services include:

-Decontamination and/or Detailing of COVID exposed vehicles and/or interview rooms.

-Decontamination and/or Detailing of MRSA exposed vehicles and/or interview rooms.

-Decontamination and/or Detailing of any highly infectious disease exposed vehicles and/or interview rooms.

VEHICLE DECONTAMINATION PRICING
As Referenced within Scope of Services – Section 3.5

	Year 1	Year 2	Year 3	Year 4	Year 5
Type of Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle
Light Duty	$ 40	$ 40	$ 40	$ 45	$ 45
Medium Duty	$ 40	$ 40	$ 40	$ 45	$ 45
Heavy Trucks	$ N/A	$ N/A	$ N/A	$ N/A	$ N/A
Misc. & Construction Equipment	$ N/A	$ N/A	$ N/A	$ N/A	$ N/A

CHARLOTTE BUSINESS INCLUSION
Connecting MWSBEs with opportunities.

REQUIRED FORM 5 – M/W/SBE UTILIZATION
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

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

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

The City recommends you exhaust all efforts when identifying potential MWSBEs to participate on this RFP.

Company Name:	Doctor Detail of Matthews, LLC.

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

✓ MBE ✓ WBE ✓ SBE ____ None of the above

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

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

Identify outreach efforts that *were employed* by the firm to maximize inclusion of MWSBEs to be submitted with the firm's proposal (attach additional sheets if needed):

_____

_____

_____

Identify outreach efforts that *will be employed* by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

Currently in the process of receiving approval/certification for MBE, WBE, & SBE by certifying officials (HUB).

[Form continues on next page]

List below all **MWSBEs** that you intend to subcontract to while performing the Services:

Subcontractor Name	Description of work or materials	Indicate "M," "S," and/or "W"	City Vendor #
	N/A		

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

Representative (signed): A. J

9/28/2020
Date

Allison James
Representative Name

Estimated Total Contract Value

REQUIRED FORM 6 – COMPANY'S BACKGROUND RESPONSE
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination 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.

1. Company's legal name.
2. Company Location (indicate corporate headquarters and location that will be providing the Services).
3. How many years has your company been in business? How long has your company been providing the Services as described in Section 3?
4. How many public sector (cities or counties) clients does your company have? How many are using the Services? Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization).
5. List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.
6. List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.
7. Provide an overview and history of your company.
8. If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.
11. Describe your company's complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.
12. Describe the ownership structure of your company, including any significant or controlling equity holders.
13. Provide a management organization chart of your company's overall organization, including director and officer positions and names and the reporting structure.
14. Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company's team for providing the Services.
15. If the Proposal will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, please describe the relationship, to include the form of partnership, each team member's role, and the experience each company will bring to the relationship that qualifies it to fulfill its role. Provide descriptions and references for the projects on which team members have previously collaborated.
16. Explain how your organization ensures that personnel performing the Services are qualified and proficient.
17. Provide information regarding the level of staffing at your organization's facilities that will be providing the Services, as well as the level of staffing at subcontractors' facilities, if known or applicable.
18. If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.
19. Describe your security procedures to include physical plant, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third party security audits in the last five (5) years.

Section 6 (pg. 38)

RFP # 269-2020-147
Vehicle Cleaning, Detailing, and Decontamination Services

1. Doctor Detail of Matthews, LLC.
2. 8909 E. Independence Blvd., Suite B, Matthews, NC, 28105
3. We have been in business and providing described services in section 3, for 22 years; respectively.
4. We currently have four (4) public sector clients: City of Charlotte (CMPD), Mecklenburg County Sheriff's Department, Town of Matthews (police vehicles), Stallings Police Department.
5. Not Applicable.
6. Not Applicable.
7. Doctor Detail of Matthews has been in business for over 20 years. While management and ownership has changed in the recent years, Doctor Detail has continued to proudly served the Greater Charlotte and surrounding areas. As of 2014, Doctor Detail has been owned and operated as a MWSBE. As we have in the past, we continue to aim for outstanding customer service, professionalism, and diligence in all we do.
8. Not Applicable.
9. Doctor Detail is a Limited Liability Company with no parent companies or affiliations.
10. Allison James owns 100% of the company.
11. Management organization are as follows: Allison James (owner), Azaria Penny (Director/Accounts Manager).
12. All current employees are trained and/or certified to detail and decontaminate vehicles.
13. Not Applicable.
14. Doctor Detail hosts a 6-month training for detailing and decontamination for all certified personnel.
15. We are fully equipped and staffed to conduct all services both on-site and off-site, including our mobile units.
16. Not Applicable.
17. In the event security data, personal information, electronics, etc. is present, the client will be asked to remove all sensitive articles, if possible. If unable to be removed, any and all such articles will be carefully secured by the technician before and during any services being rendered. This ensures the privacy and safety of both the client and technician, respectively, during the service. Upon completion of the detail/decontamination, the client will be notified where items have been placed, if applicable. Technicians have been properly trained on how to handle sensitive information and/or belongings.

REQUIRED FORM 7 – REFERENCES
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination 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: Fred Kracke **Main Phone:** 704-560-5094
Address: 600 E. Trade Street, Charlotte, 28202
Primary Contact: email **Title:** Coordinator (CMPD)
Contact Phone: _____ **Contact E-mail:** fkracke@cmpd.org
Service Dates: 2010 - present
Summary & Scope of Project: Decontamination and/or detail of CMPD vehicles.

Annual Wash Volume: 180

REFERENCE 2:

Name of Client: Rusty Ellis **Main Phone:** 704. 432. 0369
Address: 900 W. 12 Street, Charlotte, NC, 28206
Primary Contact: email **Title:** Service Order Specialist
Contact Phone: _____ **Contact E-mail:** bjellis@ci.charlotte.nc.us
Service Dates: 2010 - present
Summary & Scope of Project: Decontamination and/or detail of Fleet vehicles.

Annual Wash Volume: 120

REFERENCE 3:

Name of Client: Louie Mason **Main Phone:** 980-721-4664
Address: 1031 Atando Ave, Charlotte, NC,
Primary Contact: email **Title:** Shop Supervisor
Contact Phone: **Contact E-mail:** Lmason@ci.charlotte.nc.us
Service Dates: 2010-present
Summary & Scope of Project: Shared services - Fleet management, detail and/or decontamination.

Annual Wash Volume: 10-15

REFERENCE 4:

Name of Client: Officer Flack **Main Phone:** 704-618-0060
Address: Matthews Police Dept.
Primary Contact: **Title:** Office Flack
Contact Phone: **Contact E-mail:**
Service Dates: 2014-present
Summary & Scope of Project: Police vehicle decontamination and/or police or personal vehicle detailing.

Annual Wash Volume: 5

REFERENCE 5:

Name of Client:_____ **Main Phone:**_____

Address:_____

Primary Contact:_____ **Title:**_____

Contact Phone:_____ **Contact E-mail:**_____

Service Dates:_____

Summary & Scope of Project:_____

_____

_____

_____

_____

_____

_____

Annual Wash Volume: _____

REQUIRED FORM 8 – ADDITIONAL COMPANY QUESTIONS
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination 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?
2. Describe the communications scheme that your organization will use to keep the City informed about the Services.
3. Describe the risks associated with this Contract. What contingencies have been built in to mitigate those risks?
4. What options do you have for tracking washes of City vehicles? (Window Stickers, Wash Tickets, etc.)

Section 6 (pg. 42)

RFP # 269-2020-147
Vehicle Cleaning, Detailing, and Decontamination Services

1. The steps that Doctor Detail will use to ensure a smooth transition of services will be to respond within 24 hours of all requests. In the event of a high volume of request and/or any unforeseeable circumstances, we will reach out to the POC/station with updates and/or offer to complete the service at our on-site location.
2. Majority of communications are via email, unless phone calls are preferred by the client.
3. No proposed risks.
4. City washes are tracked by our invoicing system along with our company database.

REQUIRED FORM 9 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

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

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

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

I hereby certify as stated above:

Allison James
(Print Name)

A. J.
Signature

Owner
Title

9/28/2020
Date

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

(Print Name)

Signature

Title

Date

REQUIRED FORM 10 – BYRD ANTI-LOBBYING CERTIFICATION
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination 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.

Doctor Detail of Matthews (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.

Allison James
(Print Name)

A. J.
Authorized Signature

9/28/2020
Date

Doctor Detail of Matthews
Company Name

8909 E. Indep. Blvd., Ste. B
Address

Matthews, NC, 28105
City/State/Zip

REQUIRED FORM 11 – ENVIRONMENTAL PURCHASING RESPONSES

RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

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

Question	Response
Recyclability. Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.	Products used are water-based and considered recyclable.
Biodegradability. Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable.	All products are biodegradable.
Energy Efficiency. Products must meet or exceed the Department of Energy (DOE) and Environmental Protection Agency criteria for use of the ENERGY STAR trademark label; or is in the upper 25% of efficiency for all similar products as designated by the U.S. Department of Energy's Federal Energy Management Program.	Products are in compliance with DOE and EPA criteria.
Water Efficiency. Eligible products must meet or exceed the Environmental Protection Agency's Water Sense program, or be water-efficient or low-flow fixtures.	All products meet EPA's water sense program.
Pollution Prevention. Please state your company's policy on source reduction. The Pollution Prevention Act defines source reduction to mean any practice that: (1) Reduces the amount of any hazardous substance, pollutant or contaminant entering any waste stream or otherwise released into the environment (including fugitive emissions) prior to recycling, treatment or disposal, and (2) Reduces the hazards to public health and the environment associated with the release of such substances, pollutants or contaminants. The term includes: equipment or technology modifications, process or procedure modifications, reformulation or redesign of products, substitution of raw materials, and improvements in housekeeping, maintenance, training or inventory control.	All products are environmentally safe. Technicians have been trained properly in the event of need product disposals.

Vehicle Cleaning, Detailing, and Decontamination Services

Doctor Detail of Matthews

RFP #: 269-2020-147

Re: Cleaning Exceptions

The following exceptions to services include:

-Decontamination and/or Detailing of COVID exposed vehicles and/or interview rooms.

-Decontamination and/or Detailing of MRSA exposed vehicles and/or interview rooms.

-Decontamination and/or Detailing of any highly infectious disease exposed vehicles and/or interview rooms.

REQUEST FOR PROPOSALS

VEHICLE CLEANING, DETAILING, AND DECONTAMINATION SERVICES

RFP # 269-2020-147

CHARLOTTE

CITY OF CHARLOTTE
NORTH CAROLINA

SEPTEMBER 1, 2020

PurifiedPros
A Division of MooreCars, LLC

Email: mc@moorecarsllc.com
Web: purifiedpros.com

3800 S Congress Avenue, Suite 8
Boynton Beach, FL. 33426
Phone: 844-265-4642
Fax: 561-244-0808

5329 Waverly Lynn Lane
Charlotte, NC. 28269

October 3, 2020

PurifiedPros, a division of MooreCars, LLC intends to adhere to all details set forth in Section #3 of RFP # 269-2020-147 by converging two well established, existing teams under our management standards for purposes of fulfilling our contractual obligations to the City of Charlotte, North Carolina. We have with purpose surveyed and generally approve of the performance standards of said entities and believe that we can meld them into an efficient component of our company specifically tailored to satisfy the detailed expectations outlined in Section #3 of the Request.

We have had experience in melding companies with like goals and interests under our umbrella and consider this opportunity excellently suited to our hybrid approach towards efficient solutions.

Let us be clear, in assuming this responsibility the existing employees who will be addressing all aspects of the RFP will be PurifiedPros, a division of MooreCars, LLC employees and all contractual requirements will be adhered to as such.

We thank you for your time and consideration.

Melody Moore

Melody Moore, CEO – PurifiedPros, a division of MooreCars, LLC

Gary L Williams

Gary Williams, COO - PurifiedPros, a division of MooreCars, LLC

Melody Compton

Melody Compton, Project Manager – PurifiedPros, a division of MooreCars, LLC

REQUIRED FORM 2 – ADDENDA RECEIPT CONFIRMATION
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

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

ADDENDUM #:	**DATE ADDENDUM DOWNLOADED FROM NC IPS:**
269-2020-147	9/16/20

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

Melody Compton
(Please Print Name)

9/28/2020
Date

Melody Compton
Authorized Signature

Project Manager
Title

MooreCars, LLC dba PurifiedPros
Company Name

REQUIRED FORM 3 – PROPOSAL SUBMISSION FORM
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

This Proposal is submitted by:

Company Legal Name: MooreCars, LLC

Representative (printed): Melody Compton

Address: 3800 S. Congress Ave

Suite: 8

City/State/Zip: Boynton Beach, FL 33426

Email address: MC@MOORECARSLLC.COM

Telephone: 678-522-2501
(Area Code) Telephone Number

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

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.
4. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such proposal.
5. As part of its Proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
7. None of Company's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Company.
8. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.
9. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Contract as provided in the RFP. As such, I have elected to do the following:

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

X Not include any exceptions to the Sample Contract.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("PII") as detailed in Section 1.6.12. 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: _____

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

Representative (signed): Melody Compton *Melody Compton*

REQUIRED FORM 4 – PRICING WORKSHEET
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

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

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

The following Pricing Worksheets are provided for your use in the following pages:

4.1 Vehicle Cleaning Pricing – Off-Site.
(attach a-la-carte pricing and descriptions listings for Off-Site cleaning as a supplement to this worksheet).

4.2 Vehicle Cleaning Pricing – Offsite.
(attach a-la-carte pricing and descriptions listings for On-Site cleaning as a supplement to this worksheet).

4.3 Vehicle Decontamination Pricing.

PRICING WORKSHEET 4.1
VEHICLE CLEANING PRICING - OFFSITE
As Referenced within Scope of Services - Section 3.3

		Year 1	Year 2	Year 3	Year 4	Year 5
Type of Cleaning	**Vehicle Type**	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle
PACKAGED SERVICES						
Exterior Wash Only	A. Light Duty	$ 21.00	$ 23.00	$ 23.00	$ 25.00	$ 25.00
	B. Medium Duty	$ 25.00	$ 27.00	$ 27.00	$ 29.00	$ 29.00
Standard Wash and Interior Cleaning	A. Light Duty	$ 30.00	$ 32.00	$ 32.00	$ 34.00	$ 34.00
	B. Medium Duty	$ 35.00	$ 37.00	$ 37.00	$ 43.00	$ 43.00
Detail Services	A. Light Duty	$90.00	$90.00	$90.00	$90.00	$90.00
	B. Medium Duty	$110.00	$110.00	$110.00	$110.00	$110.00
EXTRA SERVICES		Type text here				
Waxing		$ 10.00	$ 10.00	$ 10.00	$ 1000	$ 10.00
Carpet and Mat Shampoo		$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00
Rim Cleaning		$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00
Tire Shine/Gloss		$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
Rain/snow/water repellant glass treatment		$ 18.00	$ 18.00	$ 18.00	$ 18.00	$ 18.00

A La Carte Services Pricing Sheet and Descriptions attached: ☐ **Check box to indicate pricing sheet provided**

PRICING WORKSHEET 4.2
VEHICLE CLEANING PRICING - ONSITE
As Referenced within Scope of Services - Section 3.4

		Year 1	Year 2	Year 3	Year 4	Year 5
Type of Cleaning	**Vehicle Type**	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle
PACKAGED SERVICES						
Exterior Wash Only	A. Light Duty	$ 21.00	$ 23.00	$ 23.00	$ 25.00	$ 25.00
	B. Medium Duty	$ 25.00	$ 25.00	$ 27.00	$ 29.00	$ 29.00
	C. Heavy Trucks	$ 45.00	$ 42.00	$ 42.00	$ 44.00	$ 44.00
Standard Wash and Interior Cleaning	A. Light Duty	$ 30.00	$ 30.00	$ 32.00	$ 32.00	$ 35.00
	B. Medium Duty	$ 35.00	$ 35.00	$ 37.00	$ 39.00	$ 41.00
	C. Heavy Trucks	$ 55.00	$ 55.00	$ 57.00	$ 57.00	$ 59.00
Detail Services	A. Light Duty	$ 155.00	$ 155.00	$ 155.00	$ 155.00	$ 155.00
	B. Medium Duty	$ 165.00	$ 165.00	$ 165.00	$ 165.00	$ 165.00
	C. Heavy Trucks	$ 180.00	$ 180.00	$ 180.00	$ 180.00	$ 180.00
EXTRA SERVICES						
Waxing		$ 45.00	$ 45.00	$ 50.00	$ 50.00	$ 55.00
Carpet and Mat Shampoo		$ 35.00	$35.00	$ 40.00	$ 40.00	$ 45.00
Rim Cleaning		$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00
Tire Shine/Gloss		$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
Rain/snow/water repellant glass treatment		$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00

A La Carte Services Pricing Sheet and Descriptions attached: ☐ **Check box to indicate pricing sheet provided**

PRICING WORKSHEET 4.3
VEHICLE DECONTAMINATION PRICING
As Referenced within Scope of Services – Section 3.5

	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Type of Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle
Light Duty	$ 9.00	$ 13.00	$ 18.00	$ 23.00	$ 28.00
Medium Duty	$ 15.00	$ 17.00	$ 19.00	$ 21.00	$ 23.00
Heavy Trucks	$ 21.00	$ 23.00	$ 25.00	$ 27.00	$ 29.00
Misc. & Construction Equipment	$ 25.00	$ 28.00	$ 31.00	$ 34.00	$ 37.00

REQUIRED FORM 5 – M/W/SBE UTILIZATION
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

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

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

The City recommends you exhaust all efforts when identifying potential MWSBEs to participate on this RFP.

Company Name:	MooreCars, LLC

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

X MBE ____WBE X SBE ____ None of the above

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

Agency Certifying: City of Charlotte Effective Date: 3/24/2020 Expiration Date: 3/24/2023

Identify outreach efforts that *were employed* by the firm to maximize inclusion of MWSBEs to be submitted with the firm's proposal (attach additional sheets if needed):

_____

_____

_____

Identify outreach efforts that *will be employed* by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

_____

_____

_____

[Form continues on next page]

List below all **MWSBEs** that you intend to subcontract to while performing the Services:

Subcontractor Name	Description of work or materials	Indicate "M," "S," and/or "W"	City Vendor #

Total MBE Utilization	100	%
Total WBE Utilization		%
Total SBE Utilization	100	%
Total MWSBE Utilization	200	%

Representative (signed): Melody Compton

9/28/2020
Date

Melody Compton
Representative Name

Estimated Total Contract Value

REQUIRED FORM 6 – COMPANY'S BACKGROUND RESPONSE
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination 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.

1. Company's legal name.
2. Company Location (indicate corporate headquarters and location that will be providing the Services).
3. How many years has your company been in business? How long has your company been providing the Services as described in Section 3?
4. How many public sector (cities or counties) clients does your company have? How many are using the Services? Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization).
5. List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.
6. List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.
7. Provide an overview and history of your company.
8. If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.
11. Describe your company's complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.
12. Describe the ownership structure of your company, including any significant or controlling equity holders.
13. Provide a management organization chart of your company's overall organization, including director and officer positions and names and the reporting structure.
14. Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company's team for providing the Services.
15. If the Proposal will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, please describe the relationship, to include the form of partnership, each team member's role, and the experience each company will bring to the relationship that qualifies it to fulfill its role. Provide descriptions and references for the projects on which team members have previously collaborated.
16. Explain how your organization ensures that personnel performing the Services are qualified and proficient.
17. Provide information regarding the level of staffing at your organization's facilities that will be providing the Services, as well as the level of staffing at subcontractors' facilities, if known or applicable.
18. If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.
19. Describe your security procedures to include physical plant, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third party security audits in the last five (5) years.

Required Form 6 – Company Background Response (Answers)

1. MooreCars, LLC dba Purified Pros

2. 3800 S. Congress Ave. Boynton Beach FL, 33426 is the corporate headquarters. We have an office in Charlotte at 5329 Waverly Lynn Ln, Charlotte, NC 28269

3. Our Company has been in business for 16 years and has been providing vehicle cleaning services for 16 years.

4. We provide Para-transit vehicle cleaning services for the Palm Beach County, FL. 6 days a week we clean on an average of 100 small buses and 5 sedans, both interior and exterior. We also sanitize the vehicles and detail as needed. We are a subcontractor of First Transit who supplies the vehicles and management of the route services. We have had this contract since 2015.

5. We have not had any services or projects terminated in 16 years.

6. We have never been in any litigations for any services or contracts.

7. Please see MOORECARSLLC.COM for information.

8. MooreCars, LLC dba PurifiedPros is a family owned and operated business.

11. MooreCars, LLC dba PurifiedPros is a family owned and operated business.

12. MooreCars, LLC dba PurifiedPros is a family owned and operated business.

13. We have a lean management structure. Our CEO/CFO is Melody Moore. Our COO is Gary Williams. All management decisions flow directly from them.

14. Our website provides all information on key individuals and qualifications.

15. MooreCars, LLC dba PurifiedPros serving as operating manager of this contract has vetted all subcontractors that will be used on this contract and their qualifications are attached. All employees of MooreCars, LLC dba PurifiedPros.

16. Please see the answer for #15.

17. MooreCars, LLC dba PurifiedPros will make a studied assessment of tasks at hand and will provide however many trained employees needed to fulfill our contractual obligations completely.

18. We have never been involved in a strike or labor dispute.

19. MooreCars, LLC dba PurifiedPros will adhere to existing established facility and employee standards of security and seek to approve upon any operational security standard that we assess to be either inadequate or improvable.

REQUIRED FORM 7 – REFERENCES
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination 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: Avis/ Budget Group **Main Phone:** 312-931-5493
Address: 2500 Turnage Blvd, West Palm Beach , FL 33406
Primary Contact: Vilaire Lazard **Title:**
Contact Phone: 312-931-5493 **Contact E-mail:** vilaire.lizard@avisbudget.com
Service Dates: 5/1/2013 - Present
Summary & Scope of Project: Janitorial services and Pressure washing of vehicles

Annual Wash Volume: 624

REFERENCE 2:

Name of Client: First Transit **Main Phone:** 561-419-9761 ext 110
Address: 3800 S. Congress Ave, Suite 8
Primary Contact: Valerie Courcesne **Title:**
Contact Phone: 918-955-5384 **Contact E-mail:** valerie.courchesna@firstgroup.com
Service Dates: 02/02/2015
Summary & Scope of Project: We work as a partnership with First Transit to pressure wash and clean (inside, outside and detail paratransit buses and cars they provide for the county. We clean about 1300 vehicles per week, 6 days a week.

Annual Wash Volume: 65,104

REFERENCE 3:

Name of Client: Parking Concepts Inc. **Main Phone:** 949-753-7525

Address: 12 Mauchley, Building 1, Irvine, CA 92618

Primary Contact: David Mueller **Title:**

Contact Phone: 949-310-8499 **Contact E-mail:** dmuller@pcioc.com

Service Dates: 6/1/2016- Present

Summary & Scope of Project: Airport parking garage maintenance, janitorial and customer service at Love Field Airport, Dallas, TX.

Annual Wash Volume: _____

REFERENCE 4:

Name of Client: Lawson Investment Group **Main Phone:**

Address: 853 Wynbrooke Pkwy Stone Mountian, GA 30087

Primary Contact: Derrick Parker **Title:** Owner

Contact Phone: 703-926-6480 **Contact E-mail:** derrick@lawsoninvestmentgroup.com

Service Dates: 2/2009 - present

Summary & Scope of Project: Cleaning and pressure washing of fleet vehicles

Annual Wash Volume: 2000

REFERENCE 5:

Name of Client:_____**Main Phone:**_____

Address:_____

Primary Contact:_____**Title:**_____

Contact Phone:_____**Contact E-mail:**_____

Service Dates:_____

Summary & Scope of Project:_____

_____

_____

_____

_____

_____

_____

Annual Wash Volume: _____

REQUIRED FORM 8 – ADDITIONAL COMPANY QUESTIONS
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination 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?
2. Describe the communications scheme that your organization will use to keep the City informed about the Services.
3. Describe the risks associated with this Contract. What contingencies have been built in to mitigate those risks?
4. What options do you have for tracking washes of City vehicles? (Window Stickers, Wash Tickets, etc.)

Required Form - Additional Company Questions

1. I MooreCars,LLC dba Purified Pros should be so fortunate as to win the contract from the City of Charlotte we will immediately meet with the current operating entity (ies) that provide the existing services and get a general idea of the current operational standards and seek to emulate the existing standards that we feel are in line with providing the highest level of fulfilling contractual obligations and improve upon those that we assess to be inadequate or less in adherence to our high standards.

2. Our communication scheme is simple...we will adhere to any system of communication that is established by the City and requested by the City. The CEO/CFO and the COO will be available on a 24/7 basis either via email, telephonically or video conferencing throughout the length of the contract.

3. As MooreCars,LLC dba Purified Pros sees it the biggest risk will always be the health and safety of our employees and the personnel who work for the City or entity that we are performing services for. We will and have been mitigating that risk through adherence to a standard and providing the proper materials to perform cleaning and sanitizing services while effectively monitoring the use and distribution on PPE and providing the equipment and materials necessary to insure desired results based on industry standards.
   Secondarily and quite frankly our biggest risk may be the underestimation of the inherent costs of providing an exceptional service for the City and our means of mitigation will be to manage our operation in a lean, cost effective manner.

4. We will adopt current practices with an eye on improvement based on our experience operationally in a similar venue. Our current system incorporates color coded placards, lists of numerically marked vehicles, check lists and inspections.

REQUIRED FORM 9 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

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

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

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

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

Melody Compton	Melody Compton
(Print Name)	Signature
Project Manager	9/28/2020
Title	Date

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

(Print Name)	Signature
Title	Date

REQUIRED FORM 10 – BYRD ANTI-LOBBYING CERTIFICATION
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination 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.

MooreCars, 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.

Melody Compton	MooreCars, LLC
(Print Name)	Company Name
Melody Compton	3800 S. Congress Ave, Suite 8
Authorized Signature	Address
9/28/2020	Boynton Beach, FL 33426
Date	City/State/Zip

REQUIRED FORM 11 – ENVIRONMENTAL PURCHASING RESPONSES

RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

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

Question	Response
Recyclability. Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.	The packaging and shipment materials that the products come in are either plastic or cardboard and are recycled.
Biodegradability. Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable.	The cleaning solution, carpet cleaners, wheel cleaners sanitization solution, degresers and all purpose cleaners are all bio-degradable.
Energy Efficiency. Products must meet or exceed the Department of Energy (DOE) and Environmental Protection Agency criteria for use of the ENERGY STAR trademark label; or is in the upper 25% of efficiency for all similar products as designated by the U.S. Department of Energy's Federal Energy Management Program.	The pressure washers used are all CARB Compliant.
Water Efficiency. Eligible products must meet or exceed the Environmental Protection Agency's Water Sense program, or be water-efficient or low-flow fixtures.	The pressure washer the is used has dual setting for high pressure ans low flow.
Pollution Prevention. Please state your company's policy on source reduction. The Pollution Prevention Act defines source reduction to mean any practice that: (1) Reduces the amount of any hazardous substance, pollutant or contaminant entering any waste stream or otherwise released into the environment (including fugitive emissions) prior to recycling, treatment or disposal, and (2) Reduces the hazards to public health and the environment associated with the release of such substances, pollutants or contaminants. The term includes: equipment or technology modifications, process or procedure modifications, reformulation or redesign of products, substitution of raw materials, and improvements in housekeeping, maintenance, training or inventory control.	We utilize car wash mats for water containment for our mobile detailing car washing, our car wash location meets all city requirements and compliances. We also receive training from ISSA.

day written notice of any intent to amend or terminate by either the insured or the insuring Company.

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

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

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

Kay Elmore	**Adam Jones**
City Procurement	City Attorney's Office
600 East Fourth Street	600 East Fourth Street
Charlotte, NC 28202	Charlotte, NC 28202
704-336-2524	704-336-3012
Kelmore@charlottenc.gov	Amjones@charlottenc.gov

Add Notice Address for
Company
Legal Notice Contact

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

13. **WORK ON CITY'S PREMISES.** Whenever on City premises, Company will obey all instructions and City policies applicable to City employees and contractors that Company is made aware of. If Company causes damage to the City's equipment or facilities, Company will promptly repair or replace such damaged items at Company's expense.

14. **NON-APPROPRIATION OF FUNDS**. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City that is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

15. **REQUIRED BY CITY ORDINANCE:** COMMERCIAL NON-DISCRIMINATION. The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). As a condition of entering into this Contract Company agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, 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 Company retaliate against any person or entity for reporting instances of such discrimination. 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.

As a condition of entering into this Contract, 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 (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five years, including the total dollar amount paid by Company on each subcontract or supply contract. 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.

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

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 Company from participating in City contracts and other sanctions.

EXHIBIT A - SAMPLE CONTRACT.

Contract #: {---Contract Number---} **Vehicle Washing and Decontamination Services**

Effective Date: {---Effective Date---}	**City Vendor#: {---Vendor Number---}**

Between the City of Charlotte ("City") and {---Vendor Legal Name---}, (the "Company")

This cover sheet ("**Cover Sheet**") and each of the attachments listed below ("**Attachments**") together comprise a Vehicle Washing and Decontamination Services (the "**Contract**") entered into as of the **Effective Date**, between {---**Vendor Legal Name**---} a {---Vendor State of Incorporation---} {---Vendor Entity Type---} registered to do business in North Carolina and the City of Charlotte, a North Carolina municipal corporation:

Service Terms	Federal Contracting Terms
General Conditions	Confidentiality Terms
Price Schedule	CBI Forms
Scope of Services	

Term: This Contract will start on the **Effective Date** and continue for a period of three (3) years (the "**Initial Term**").	**Renewals**: The City will have the option to renew this Contract for up to two (2) one-year terms by giving notice to Company.
Services. Company agrees to perform the services described in the Attachments ("Services") under the terms and conditions set forth in this Contract. **Compensation**. The City will pay for the Services at the rates set forth in the Price Schedule. These rates shall remain firm for the duration of this Contract, unless otherwise stated in the Price Schedule. **Payment Cap**: Notwithstanding any renewal, the City's payment obligations under this Contract shall not exceed: {---Payment Cap---} (the "Payment Cap") absent a written amendment executed by the City. **Capitalized terms used in this Contract have the meanings assigned in this Contract**	**Email invoices to:** cocap@charlottenc.gov -or- Mail invoices to the following: City of Charlotte A/P Attn: P.O. Box 37979 Charlotte, NC 28237-7979 Each invoice shall include the purchase order number and Contract Number and shall be accompanied by a sales tax statement *or* shall have the sales tax amount shown clearly, along with the invoice total, on the face of the invoice.
City Business Contact Nakayla Horlback City Procurement 600 East Fourth St. Charlotte, NC 28202 Phone: 704-336-1530 Email: Nakayla.horlback@charlottenc.gov	**Vendor Business Contact** {---Vendor Primary Contact Name---} {---Vendor Legal Name---} {---Vendor Street1---} {---Vendor Street2---} {---Vendor City---}, {---Vendor State/Province---} {---Vendor Postal Code---} Phone: {---Vendor Phone---} Email: {---Vendor E-mail---}

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

{---Vendor Legal Name---}	**City of Charlotte**
Signature:_____	Signature:_____
Print Name:_____	Print Name: _____
Title:_____Date:_____	Title:_____Date:_____

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

SERVICE TERMS

This Attachment is incorporated into the Vehicle Washing and Decontamination Services ("**Contract**") between the City of Charlotte ("**City**") and {---Vendor Legal Name---} ("Company"). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **Services**. Company agrees to perform the services described in the Scope of Services Attachment (the "Services"). Additional Scope of Services Attachments may be added to this Contract by a written amendment, and once added shall become part of the "Services."

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

3. **Premium Rates**. Unless explicitly listed in the Price Schedule, Company will not charge the City at overtime, emergency, or other premium rates, regardless of the number of hours worked in a given day or week.

4. **Billing Records**. During the term of this Contract and for three (3) years after it terminates, Company will keep documentation sufficient to verify the amounts billed to the City. The City has the right to audit Company's time cards, invoices, reports and other documents relating to amounts charged under this Contract, and will not be required to pay for: (a) any time billed that was excessive in light of the result achieved, or (b) any Services that did not meet the standards and requirements referenced in this Contract. Company agrees to make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday, within ten (10) days after the City requests them. The City shall pay its own expenses relating to such audits but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of $10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

5. **Employment Taxes and Employee Benefits**. Company acknowledges and agrees that Company's employees and subcontractors are not employees of the City. Company represents, warrants, and covenants that Company will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation, and other payments and deductions that are required by law relating to provision of the Services. Company shall indemnify, defend, and hold harmless the City and the City' officials, employees and agents from and against any and all claims, losses, damages, fines, penalties, obligations, liabilities and expenses, including but not limited to reasonable attorneys' fees arising from Company any claim that an individual performing the Service is an employee of the City.

6. **City Ownership of Work Product**. The City will have exclusive ownership of all reports, documents, designs, ideas, materials, concepts, plans, creative works, software, data, programming code and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the "Intellectual Property"). Company hereby assigns and transfers all rights in the Intellectual Property to the City. 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. Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agrees that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.

7. **License to Use Intellectual Property**. The City grants Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. Company may not to use the Intellectual Property for other purposes without the City's prior written consent, and Company agrees to treat the Intellectual Property and all City data with the same level of protection that Company afford Company's own trade secrets and intellectual property.

8. **Contract Data.** The City shall have exclusive ownership of the following (collectively referred to as "Contract Data"): (a) all data produced or generated under this Contract for the benefit of the City or its customers; and (b) all data provided by, accessed through, or processed for the City under this Contract. Company will promptly provide the Contract Data to the City in machine readable format upon the City's request at any time while this Contract is in effect or within three years after this Contract terminates.

9. **Company Will Not Sell or Disclose Contract Data.** Company will treat Contract Data as Confidential Information under this Contract. Company will not reproduce, copy, duplicate, disclose, or use the Contract Data in any manner except as authorized by the City in writing or expressly permitted by this Contract.

10. **Supporting Data.** If Company will be providing work product under this Contract that is based on an analysis of data Company will provide the City with all data supporting Company's analysis ("Supporting Data") in a machine-readable format, together with a written description of the methods of analysis. Excluding Confidential Information of Company (as defined in this Contract), the City shall be permitted to reproduce, copy, duplicate, disclose, or use the Supporting Data for any purpose, and it shall be treated as a public record under North Carolina law.

11. **City Resources**. The City is not required to provide any information, personnel, facilities, or other resources aside from what is specifically required in the Scope of Service unless the City can do so at no cost. When this Attachment requires the City to provide a resource, Company shall request it in writing in a timely manner. If Company will be delayed in

performing due to any failure by the City to provide a resource required by this Contract, Company shall promptly notify in writing both the City Business Contact and Official Notice Recipients identified in the General Conditions. Failure or delay by the City to provide required resources will not excuse Company from any failure or delay in performance unless Company has followed these steps. The duration of any excused delay will be limited to the time period after Company has followed these steps.

12. **Compensation for Termination Without Cause**. If the City terminates this Contract without cause, the City shall pay Company for Services rendered through the date of termination at the rates set forth in the Price Schedule. The City's obligation to make such payments is conditioned upon Company having complied with the Section of General Conditions captioned "Obligations On Termination," and is subject to the City's right to inspect billing records and dispute any charges as provided under this Attachment.

13. **Removal and Replacement of Personnel**. "Key Personnel" are the individuals listed as such on the Scope of Service, and any other individuals whom the City reasonably deems integral to successful performance of the Services. Absent the City's written approval, Company will not: (i) remove Key Personnel from performance of this Contract or permit Company's subcontractors to remove Key Personnel from performance of this Contract; or (ii) materially reduce or allow Company's subcontractors to materially reduce the involvement of Key Personnel in performing this Contract. The City will have the right to interview and approve Key Personnel, and also to require the removal and replacement of Key Personnel if the City has reasonable grounds to believe that the individual is not suitable for the assignment, including without limitation insufficient experience, inadequate qualifications, lack of necessary skills, improper conduct, background check results, or other grounds. Upon receipt of a request for rejection, removal, or replacement of an individual, Company will promptly comply with the request and provide the City with the requisite background materials for a proposed alternate or successor. If Company does not believe the City has reasonable grounds for making the request, Company will notify the City in writing and the City will have the right to exercise its termination rights under the Contract, or to suspend the Contract and any payments due until such matter is resolved.

14. **Regeneration of Lost or Damaged Data**. If Company loses or damages any data in the City's possession, Company will, at Company's own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.

15. **City Materials and Data Treated as Confidential**. Company will treat as confidential information all data and materials provided by or processed for the City in connection with this Contract. 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 this Contract.

16. **Background Checks**.

16.1. BACKGROUND CHECKS REQUIRED PRIOR TO WORK. Prior to starting work under this Contract, Company will conduct a background check on each Company employee assigned to work under this Contract and will require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a reference check.

16.2. NEW CHECKS REQUIRED EACH YEAR AND PRIOR TO NEW PROJECTS. After starting work under this Contract, Company will, on an annual basis, perform a Background Check for each Company employee assigned to work under this Contract during that year, and will require its subcontractors (if any) to do the same for each of their employees. If Company undertakes a new project under this Contract, then prior to commencing performance of the project Company will perform a Background Check for each Company employee assigned to work on the project and will require its subcontractors (if any) to do the same for each of their employees.

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

16.3.1. If the job duties require driving: A motor vehicle records check.

16.3.2. If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.

16.4. COMPLIANCE WITH APPLICABLE LAW. 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.

16.5. DUTY TO REPORT INFORMATION TO CITY. Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

16.6. CHECKS CONDUCTED BY CITY. The City may conduct its own background checks on principals of 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.

GENERAL CONDITIONS

This Attachment is incorporated into the Vehicle Washing and Decontamination Services ("Contract") between the City of Charlotte ("City") and {---Vendor Legal Name---} ("Company"). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **PRIORITY OF ATTACHMENTS.** In the event of a conflict among the Attachments, the Federal Contracting Terms shall have first priority, and all other Attachments shall have priority in the order in which they are listed on the Cover Sheet.

2. **INVOICES**. Each invoice sent by Company shall detail all Services performed and delivered which are necessary to entitle 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.

3. **PAYMENT TERMS**. The City will pay undisputed, properly submitted invoices within sixty (60) days after receipt. As a condition of payment, Company must invoice the City for Services within sixty (60) days after the Services are performed. Company WAIVES THE RIGHT TO CHARGE THE CITY FOR ANY SERVICES THAT HAVE NOT BEEN INVOICED WITHIN SIXTY (60) DAYS AFTER SUCH SERVICES WERE RENDERED.

4. **TERMINATION FOR CONVENIENCE.** The City may terminate this Contract at any time without cause by giving written notice to Company. The City shall pay for Services rendered through the date of termination, subject to {---Vendor Legal Name---}'s compliance with Section 5 of the General Conditions.

5. **TERMINATION FOR CAUSE.** Without limiting any other termination rights set forth in this Contract, either party may terminate this Contract for default if the other party fails to cure a material breach within thirty (30) days after receipt of written notice that identifies the breach and the intent to terminate if not cured. The City may terminate this Contract for default without a cure period if Company:

   5.1. Fails to obtain, maintain, or provide proof of the insurance policies and endorsements as required by this Contract; or

   5.2. Becomes more than ten (10) days late performing the Services; or

   5.3. Acts of fails to act in a way that creates a risk to safety or causes or is likely to cause the City to incur property damage, fines, or penalties.

6. **AUTHORITY TO TERMINATE**. Authority to terminate this Contract on behalf of the City rests with the City Manager and Deputy City Manager, or any designee of the forgoing having the same level of delegated signature authority as would have been required to execute the Contract.

7. **OBLIGATIONS ON TERMINATION**. Upon expiration or termination of this Contract, Company will promptly provide to the City, at no cost, (i) all data, materials, software, and equipment provided to Company by or on behalf of the City; (ii) all deliverables that are completed or in process as of the date of termination; and (iii) a statement of all Services performed through termination, together with such detail and documentation as is otherwise required under this Contract for payment. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information", as defined in the Section titled Confidentiality Terms.

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

9. **REMEDIES.**

   9.1. **Right to Withhold Payment**. If Company breaches any provision of this Contract, the City may elect to withhold all payments due until the breach has been fully cured. Company and the City are each entitled to setoff and deduct from any amounts owed to the other party under this Contract all damages and expenses incurred due to the other party's breach.

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

   9.3. Reserved.

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

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

    10.2. Violation of any federal, state, or local law, ordinance, rule, regulation, guideline, or standard by Company or its employees or subcontractors, or by any service, product, or deliverable provided under this Contract;

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

    If an Infringement Claim occurs, Company will either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If 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, Company shall promptly refund to the City all amounts paid under this Contract.

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

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

11. **INSURANCE.**
    Company shall purchase and maintain, during the life of this Contract, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance:

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

    (b) Commercial General Liability
    Bodily injury and property damage liability as shall protect Company and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operation of this Contract whether such operations are performed by Company, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this Contract.

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

    (d) Crime Coverage
    Providing employee dishonesty coverage on all contractors' employees at a limit of not less than $50,000 each claim, with the addition of Loss Payable endorsement (CR 20 14 08 07), the City of Charlotte named as loss payee.

    (e) Pollution Legal Liability
    Insurance of not less than $1,000,000 per occurrence or claim, including third party bodily injury, third party property damage – including loss of use, natural resources damages, cleanup coverage for pollution migration, and legal defense costs.

    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. 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.

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

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

16. REQUIRED BY STATE LAW.

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

b. NC Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel. 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. Gen. Stat. §147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C. Gen. Stat. §147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract.

17. **CHARLOTTE BUSINESS INCLUSION POLICY**. The City has adopted a CBI Policy, which is posted on the City's website at https://charlottenc.gov/finance/procurement/cbi/Pages/library.aspx. The parties agree that:

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

17.2. A violation of the CBI Policy shall constitute a material breach of this Contract, and shall entitle the City to exercise any of the remedies set forth in the CBI Policy, including but not limited to liquidated damages; and

17.3. Without limiting any of the other remedies the City has under the CBI Policy, the City shall be entitled to withhold periodic payments and final payment due to Company under this Contract until the City has received in a form satisfactory to the City all claim releases, payment affidavits, and other documentation required by the City's CBI Policy, and in the event payments are withheld under this provision, Company waives any right to interest that might otherwise be warranted on such withheld amount under N.C. Gen. Stat. §143-134.1; and

17.4. The remedies set forth in the CBI Policy shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy; and

17.5. The City will incur costs if Company violates the CBI Policy, and such costs are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, Company agrees to pay the City liquidated damages at the rates set forth in the CBI Policy.

17.6. Company agrees to participate in any dispute resolution process specified by the City from time to time for the resolution of disputes arising from the CBI Policy.

17.7. Nothing in this Section shall be construed to relieve Company from any obligation it may have under N.C. Gen. Stat. §143-134.1 regarding the payment of subcontractors.

18. RESERVED.

19. GENERAL.

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

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

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

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

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

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

19.7. PUBLICITY. Company may not identify or reference the City or this Contract in any advertising, sales promotion, or other materials without the City's prior written consent of the City *except*: (i) Company may list the City as a reference, and (ii) Company may identify the City as a customer in presentations to potential customers.

19.8. WAIVER. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Contract shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.

19.9. SURVIVAL. Any provision of this Contract that contemplates performance or observance subsequent to termination or expiration of this Contract shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to warranties and warranty disclaimers, intellectual property ownership, indemnity, payment terms, and confidentiality.

19.10. TAXES. Company will pay all applicable federal, state, and local taxes that may be chargeable against the performance of the Services.

19.11. CONSTRUCTION OF TERMS. Both parties have carefully considered the particular language used in this Contract. The general rule of law that ambiguities are construed against the drafter will not apply.

19.12. DAYS. Unless specifically stated otherwise, all references to days in this Contract refer to calendar days rather than business days. Any references to "business days" shall mean the days that the City's main office at 600 East Fourth Street, Charlotte, NC, is open for the public to transact business.

19.13. CONFLICTS OF INTEREST. Company will not take any action that is or is likely to be perceived as conflict of interest under this Contract. Company has not made and will not make any gifts to City employees or officials in connection with this Contract.

19.14. COMPLIANCE WITH LAWS. Company and its subcontractors will comply with all local, state, and federal ordinances, statutes, laws, rules, regulations, and standards ("Applicable Law") in performing this Contract. Company represents and warrants that each deliverable provided under this Contract will comply with all Applicable Law, including without limitation the Americans With Disabilities Act.

19.15. PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. §159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

PRICE SCHEDULE

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

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

[Pricing Table to be Inserted]

SCOPE OF SERVICES

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

[Scope to be Inserted]

FEDERAL CONTRACTING TERMS

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

1. **Debarment and Suspension**. Company represents and warrants that, as of the Effective Date of the Contract, neither Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, Company shall notify the City immediately. The Company's completed Vendor Debarment Certification is incorporated herein as provided in this Attachment below.

2. **Record Retention**. Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

3. **Procurement of Recovered Materials**. Company represents and warrants that in its performance under the Contract, Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. **Clean Air Act and Federal Water Pollution Control Act**. Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

5. **Energy Efficiency**. Company certifies that Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**. Company certifies that:
   - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
   - 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
   - 6.3. Company shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
   - 6.4. Company's completed Byrd Anti-Lobbying Certification is incorporated herein as provided in this Attachment below.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. If the Contract is in excess of $100,000 and involves the employment of mechanics or laborers, Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Company is required to compute the wages of every mechanic and

laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.

8. **Right to Inventions**. If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9. **DHS Seal, Logo, and Flags.** Company shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. **Federal Government Not a Party**. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter resulting from the Contract.

CONFIDENTIALITY TERMS

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

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

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

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

2. RESTRICTIONS.

2.1. **Company** shall not copy, modify, enhance, compile, or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.

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

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

2.4. Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.

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

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

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

2.8. Company shall comply with the City's Restricted Data Policy, a copy of which is posted on the City's website, and with any instructions or procedures issued by the City from time to time regarding Highly Restricted Information.

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

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

3. **EXCEPTIONS**. Company shall have no obligation with respect to Confidential Information that Company can establish:

- Was already known to Company prior to being disclosed by the City;
- Was or becomes publicly known through no wrongful act of Company;
- Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
- Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
- Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that Company shall immediately notify the City prior to disclosure, and reasonably assist the City in seeking a protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

City Procurement

600 East 4th Street, CMGC 3rd Floor

Charlotte, NC 28202

Dear Nakayla Horlback,

Subject: RFP # 269-2020-147

We are excited to submit the following proposal to the City of Charlotte. The following RFP will have all the requested information that is needed, it will tell our companies history and allow you to see the experience as well.

We understand the proposal request to be cleaning city-wide vehicles throughout the city of Charlotte. The requested vehicles range from light, medium, to heavy duty vehicles. The services that we understand that will be needed are exterior wash, wash and interior cleaning, detailing, decontamination and extra services such as wax, tire shine, rim cleaning and water repellant. All of the services would be done either onsite or offsite.

We would approach the cleaning and decontamination of the city vehicles to be available on a weekly basis to visit the designated areas of request. We will be prepared with enough detailers to complete the required cleaning and detailing services. Mr. Refurbisher will have a system in place, such as wash tickets, to track all of the services done for the onsite vehicles. We will have all of the necessary equipment within our mobile vans to perform the services.

Having over 20 years in the detail industry, Michael and the team of detailers are well qualified to take on the task for the City of Charlotte fleet vehicles. We have a proven track record with many clients in commercial and non-commercial fields. We pride ourselves on pay attention to details and performing our work in a timely fashion.

We are pleased to welcome any further questions, that may not have been addressed with this RFP.

Best Regards,

Cecile White

- Mr. Refurbisher, Inc
  10931 East Independence Blvd, Ste A7
  Matthews, NC 28105
  704-222-1009
- Michael White, Owner/President michael@mrrefurbisher.com 704-234-7785
- Cecile White, Owner/Operations Mgr cissy@mrrefurbisher.com 704-287-0319

Proposed Solution/Scope of Services

Our staff consists of several individuals who have been dedicated to Mr. Refurbisher. They are detail leads, detail managers, and the detailers who will focus on being on time, focus on the small details of the vehicles, focus on getting it done correctly. We are in daily communication with the field team to make sure the policies that are put into place are being followed. We gained many clients just on referrals alone whether from dealerships to construction companies with a fleet of service vehicles.

Off-Site Cleaning Services Scope.

- **We will not be placing a bid on the offsite cleaning services as we are operating currently as a mobile detailer and do not have a facility to clean any of the vehicles.**

On-Site Cleaning Services Scope.

- Mr. Refurbisher will comply with the requested calls of service within the 2 hours and be able to complete the services during the hours of 8am through 6pm, Monday to Sunday.
- We will have the equipment to clean anywhere from light duty to heavy duty vehicles including anything that has light bars and additional items without damaging the vehicle.
- We will have equipment such as the containment mat to retrieve any water and chemicals from entering into the certain drains within the Mecklenburg and adjacent cities.
- All of our staff working in the field will have uniform representing our business as well as have a state issued driver's license.
- All of the services be cleaned within the 30 to 60 minutes as requested.

Vehicle Decontamination Services Scope

- **We will not be placing a bid on the heavy trucks and misc. and construction equipment for the vehicle decontamination services.**
- We will have all needed cleaning agents to perform the decontamination services.
- The detailers will always be equipped with PPE, includes gloves, protective wear, eye protection glasses.
- The exterior and interior, where is applicable will be sprayed down and allowed for cleaning agent to rest while it's penetrating to maximize on the decontamination process.
- We will be traveling to the onsite locations throughout the city of Charlotte and surrounding areas as requested.

September 28, 2020

City Procurement

600 East 4th Street, CMGC 3rd Floor

Charlotte, NC 28202

Dear Nakayla Horlback,

Subject: Letter of Transmittal

Dear Nakayla,

We are submitting the Vehicle and Decontamination services RFP# 269-2020-147 for your review.

The purpose of this transmittal is to state that we acknowledge all of the statements by Mr. Refurbisher Inc. to be accurate. The proposal shows the detail scopes of the requested services on how they will be performed. It also shows our history as a company and how our company operates.

We hope that this proposal will award us a contract with the City of Charlotte.

Best Regards,

Michael D. White

Michael D White, President

REQUIRED FORM 2 – ADDENDA RECEIPT CONFIRMATION
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

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

ADDENDUM #:	DATE ADDENDUM DOWNLOADED FROM NC IPS:
1	9/16/20

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

Cecile White
(Please Print Name)

9/29/20
Date

Cecile White
Authorized Signature

Operations Manager
Title

Mr. Refurbisher Inc.
Company Name

REQUIRED FORM 3 – PROPOSAL SUBMISSION FORM
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

This Proposal is submitted by:

Company Legal Name: _Mr. Refurbisher Inc_____

Representative (printed): Cecile White

Address: _10931 East Independence Blvd, Suite A7 _____

_____

City/State/Zip: Matthews NC 28105_____

Email address: cissy@mrrefurbisher.com_____

Telephone: 704-222-1009_____
(Area Code) Telephone Number

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

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.
4. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such proposal.
5. As part of its Proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
7. None of Company's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Company.
8. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.
9. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Contract as provided in the RFP. As such, I have elected to do the following:

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

__x_ Not include any exceptions to the Sample Contract.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("PII") as detailed in Section 1.6.12. 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: _____

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

Representative (signed): Carl White

PRICING WORKSHEET 4.1
VEHICLE CLEANING PRICING - OFFSITE
As Referenced within Scope of Services - Section 3.3

		Year 1	Year 2	Year 3	Year 4	Year 5
Type of Cleaning	**Vehicle Type**	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle
PACKAGED SERVICES						
Exterior Wash Only	A. Light Duty	$__N/A_____	$____N/A___	$___N/A____	$___N/A____	$___N/A____
	B. Medium Duty	$__N/A_____	$__N/A_____	$____N/A___	$____N/A___	$___N/A____
Standard Wash and Interior Cleaning	A. Light Duty	$___N/A____	$___N/A____	$___N/A____	$__N/A_____	$___N/A____
	B. Medium Duty	$____N/A___	$___N/A____	$___N/A____	$___N/A____	$___N/A____
Detail Services	A. Light Duty	$___N/A____	$___N/A____	$___N/A____	$___N/A____	$___N/A____
	B. Medium Duty	$___N/A____	$___N/A____	$___N/A____	$__N/A_____	$___N/A____
EXTRA SERVICES						
Waxing		$__N/A_____	$___N/A____	$___N/A____	$___N/A____	$___N/A____
Carpet and Mat Shampoo		$__N/A_____	$___N/A____	$__N/A_____	$___N/A____	$___N/A____
Rim Cleaning		$__N/A_____	$___N/A____	$___N/A____	$___N/A____	$___N/A____
Tire Shine/Gloss		$___N/A____	$___N/A____	$___N/A____	$____N/A___	$__N/A_____
Rain/snow/water repellant glass treatment		$___N/A____	$___N/A____	$___N/A____	$___N/A____	$___N/A____

A La Carte Services Pricing Sheet and Descriptions attached: ☐ **Check box to indicate pricing sheet provided**

PRICING WORKSHEET 4.2
VEHICLE CLEANING PRICING - ONSITE
As Referenced within Scope of Services - Section 3.4

		Year 1	Year 2	Year 3	Year 4	Year 5
Type of Cleaning	**Vehicle Type**	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle
PACKAGED SERVICES						
Exterior Wash Only	A. Light Duty	$12.00_____	$12.00_____	$12.00_____	$14.00_____	$14.00_____
	B. Medium Duty	$22.00_____	$22.00_____	$22.00_____	$24.00_____	$24.00_____
	C. Heavy Trucks	$32.00_____	$32.00_____	$32.00_____	$34.00_____	$34.00_____
Standard Wash and Interior Cleaning	A. Light Duty	$20.00_____	$20.00_____	$20.00_____	$25.00_____	$25.00_____
	B. Medium Duty	$40.00_____	$40.00_____	$40.00_____	$45.00_____	$45.00_____
	C. Heavy Trucks	$60.00_____	$60.00_____	$60.00_____	$65.00_____	$65.00_____
Detail Services	A. Light Duty	$80.00_____	$80.00_____	$80.00_____	$85.00_____	$85.00_____
	B. Medium Duty	$100.00_____	$100.00_____	$100.00_____	$105.00_____	$105.00_____
	C. Heavy Trucks	$120.00_____	$120.00_____	$120.00_____	$125.00_____	$125.00_____
EXTRA SERVICES						
Waxing		$5.00_____	$5.00_____	$5.00_____	$7.00_____	$7.00_____
Carpet and Mat Shampoo		$30.00_____	$30.00_____	$30.00_____	$33.00_____	$33.00_____
Rim Cleaning		$15.00_____	$15.00_____	$15.00_____	$15.00_____	$15.00_____
Tire Shine/Gloss		$4.00_____	$4.00_____	$4.00_____	$5.00_____	$5.00_____
Rain/snow/water repellant glass treatment		$8.00_____	$8.00_____	$8.00_____	$10.00_____	$10.00_____

A La Carte Services Pricing Sheet and Descriptions attached: [X] **Check box to indicate pricing sheet provided**

PRICING WORKSHEET 4.3
VEHICLE DECONTAMINATION PRICING
As Referenced within Scope of Services – Section 3.5

	Year 1	Year 2	Year 3	Year 4	Year 5
Type of Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle
Light Duty	$32.00	$32.00	$32.00	$35.00	$35.00
Medium Duty	$42.00	$42.00	$42.00	$45.00	$45.00
Heavy Trucks	$_N/A_____	$ N/A_____	$___N/A____	$___N/A____	$___N/A____
Misc. & Construction Equipment	$__N/A_____	$_N/A_____	$__N/A_____	$_N/A_____	$_N/A_____

REQUIRED FORM 5 – M/W/SBE UTILIZATION
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

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

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

The City recommends you exhaust all efforts when identifying potential MWSBEs to participate on this RFP.

Company Name:	Mr. Refurbisher Inc.

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

__x__ MBE ____WBE __x__SBE ____ None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below Agency Certifying: City of Charlotte_____ Effective Date: 8/14/20_____ Expiration Date: 8/14/2024_____

Identify outreach efforts that *were employed* by the firm to maximize inclusion of MWSBEs to be submitted with the firm's proposal (attach additional sheets if needed):

_____N/A_____

_____

_____

Identify outreach efforts that *will be employed* by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

We have a passion for individuals that have been incarcerated and would like to partner with an organization to provide training not just in the workforce but getting back into the daily world._____

_____

[Form continues on next page]

List below all **MWSBEs** that you intend to subcontract to while performing the Services:

Subcontractor Name	Description of work or materials	Indicate "M," "S," and/or "W"	City Vendor #
N/A	N/A		
N/A	N/A		
N/A	N/A		
N/A	N/A		

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

Representative (signed): Cecil White

____9/29/20_____
Date

___Cecile White_____
Representative Name

_____0_____
Estimated Total Contract Value

REQUIRED FORM 6 – COMPANY'S BACKGROUND RESPONSE
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination 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.

1. Company's legal name.
2. Company Location (indicate corporate headquarters and location that will be providing the Services).
3. How many years has your company been in business? How long has your company been providing the Services as described in Section 3?
4. How many public sector (cities or counties) clients does your company have? How many are using the Services? Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization).
5. List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.
6. List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.
7. Provide an overview and history of your company.
8. If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.
11. Describe your company's complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.
12. Describe the ownership structure of your company, including any significant or controlling equity holders.
13. Provide a management organization chart of your company's overall organization, including director and officer positions and names and the reporting structure.
14. Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company's team for providing the Services.
15. If the Proposal will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, please describe the relationship, to include the form of partnership, each team member's role, and the experience each company will bring to the relationship that qualifies it to fulfill its role. Provide descriptions and references for the projects on which team members have previously collaborated.
16. Explain how your organization ensures that personnel performing the Services are qualified and proficient.
17. Provide information regarding the level of staffing at your organization's facilities that will be providing the Services, as well as the level of staffing at subcontractors' facilities, if known or applicable.
18. If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.
19. Describe your security procedures to include physical plant, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third party security audits in the last five (5) years.

1. Mr. Refurbisher Inc.

2. 10931 East Independence Blvd, Ste A7 is our office location. We only provide mobile services, as we will be performing our services onsite.

3. We have been in business for 9 years, we became Incorporated with the North Carolina 8/2011. We have been provided those services described in section 3 for 12 years.

4. We have Carmax(large used car dealership) as a client and they are using our services weekly. We have the Holiday Inn, Home 2 Suites, and the Hampton Inn(hotel chains) as clients and they use our services once a week.
   We have no city or county clients.

5. We have no projects or services that have been terminated by a government entity.

6. We have not been involved in any litigation within the past 2 years.

7. Mr. Refurbisher was started in 2011 after Michael White had worked for a local luxury car dealership for 7 years. With the earned knowledge that he gained from there he branched out and purchased his first van. He now has several vans that are equipped to complete any service from a basic car wash to a full service detail. We have detail leads who serve as a working detailer and detail assistants who are trained to assist the lead in completing onsite jobs. Mr. Refurbisher has an abundant of clients from individual car owners, church shuttles, hotel shuttle vans, plumbing fleet, construction and superintendent service vehicles to large corporations where we may go in and clean their fleet. We only work on appointment basis.

8. We are not a subsidiary.

9. There was no question 9.

10. There was no question 10.

11. Mr. Refurbisher Inc, We operate and use Mr. Refurbisher Auto Mobile Detailing. There are no parent companies nor any subsidiaries or affiliates.

12. Michael D. White, Owner/President has ownership of 51 percent. Cecile White has 49 percent, Vice President, Director of Operations.

13. Chart is attached.

14. Michael White, Hendrick Master Lexus Certification. Michael has over 20 years in the detailing industry. He has attended several small business seminars and classes throughout his years of owning Mr. Refurbisher Inc.

- Cecile White, has over 18 years of administration, management and entrepreneurial experience. Also have received several certificates including most recent in 7/20 The Ice House Entrepreneurship program.
- Head detail lead… has over 8 years in the detail industry, in addition to Michael training and working with him. This individual serves as the lead over the mobile vans.
- Detail Manager..has over 3 years in the detail industry, in addition to being an entrepreneur and a manager in several other service industries. This individual serves as our vendor onsite manager at Carmax while performing detail services. Also while at Carmax he receives any available continued training that can be passed on to other employees of ours there.

15. Currently, we haven't been in any communication with a subcontractor to perform any of the services.

16. The personnel that will be performing the services for the City of Charlotte have been servicing our commercial clients with light, and medium sized vehicles. They have also been working with the dealership Carmax that we serve as a vendor for 3 years as well and we perform the detail services according to their requested standards.

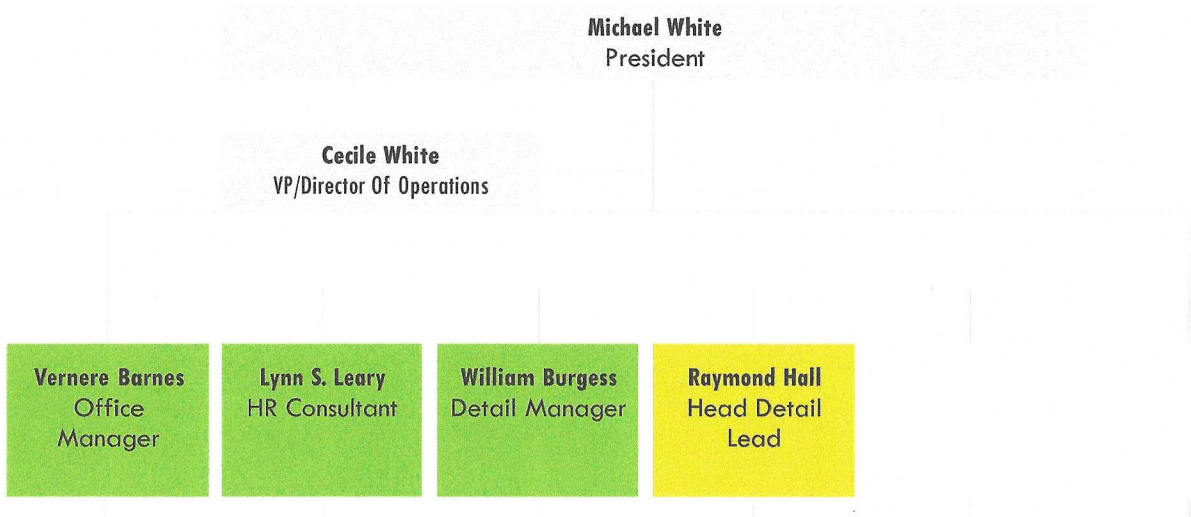
17. Currently, we have 6 individuals that are performing detail services. Since Covid-19 the company is picking up momentum and we are continuing to build and scale the business. We now have 4 open positions that we are looking to fill within the next 2-4 weeks.

18. Our company has not been in a dispute or a strike by any organized labor within the last five years.

19. Our equipment such as the mobile vans with the equipment that is used to complete all of the services and located in a locked storage facility. Everyone that enters into that area will have their own access codes to have access into the area.

    - Our client data is all stored electronically in a cloud service that is used everyday. It is accessed by usernames and passcodes. The provider that we've purchased from has their security measures applied to it as well.
    - The employee data is stored also is mostly through another cloud based payroll service that is accessed by username and password and I Cecile White only has access to it currently.
    - The hard copy information with employee data is stored in a file cabinet at our office with a lock on it and is also locked.
    - We haven't had any security audits in the last 5 years.

MR. REFURBISHER ORGANIZATION CHART



REQUIRED FORM 7 – REFERENCES
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination 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 Carmax **Main Phone:** 704-535-7791

Address: 7700 Krefield Drive Charlotte, NC 28227

Primary Contact: Rob Quinn **Title:** Service and Detail Manager

Contact Phone: 704-535-7791 **Contact E-mail:**

Service Dates: 8/2017—Current

Summary & Scope of Project: Complete details on vehicles that are preparing to be sold. Details Consists of exterior waxing, shampoo carpets, seats, cleaning of panels, cup holders and windows. We also perform wet sand, buffing, paint touch-ups and headlight restoration and tint removals.

Annual Wash Volume: 1750 vehicles

REFERENCE 2:

Name of Client: Rodgers Builders **Main Phone:** 704-537-6044

Address: 5701 North Sharon Amity Rd Charlotte, NC 28215

Primary Contact: Doug Mcdowell **Title:** VP of Finance

Contact Phone: 704-537-6044 **Contact E-mail:** dmcdowell@rodgersbuilders.com

Service Dates: 10/2014---current

Summary & Scope of Project: We provide wash and vacuum services as well as full and complete Details for their construction superintendent fleet vehicles. The full detail details includes exterior Waxing and interior deep clean. We occasionally will remove any rocks, dirt clay off of vehicles when Incidents may occur to other vehicles.

Annual Wash Volume: 180 vehicles

REFERENCE 3:

Name of Client: Internet Services Corporation **Main Phone:** 803-547-9146

Address: 1300 Altura Rd, Fort Mill, SC 29708

Primary Contact: Josephine Gonzalez **Title:** Accounting Mgr

Contact Phone: 803-547-9146 **Contact E-mail:** josephine.gonzalez@isc-mail.com

Service Dates: 3/2015---current

Summary & Scope of Project: We perform weekly and bi-weekly washes. The services Includes exterior washing and interior vacuum and cleaning and dusting off the entire interior.

Annual Wash Volume: 135

REFERENCE 4:

Name of Client: Holiday Inn Airport **Main Phone:** 704-394-4301

Address: 2707 Little Rock Rd, Charlotte, NC 28214

Primary Contact: Raj Desai **Title:** Account Manager

Contact Phone: 704-394-4304 **Contact E-mail:** raj.desai@atmahotelgroup.com

Service Dates: 6/2016----current

Summary & Scope of Project: We do weekly washes of the airport shuttle vans. Wash exterior and Interior cleaning and sanitizing of the airport shuttle vans.

Annual Wash Volume: 88

REFERENCE 5:

Name of Client: New Bethel Church **Main Phone:** 704-391-0364

Address: 1520 Little Rock Rd, Charlotte, NC 28214

Primary Contact: Joyce Martin **Title:** Office Manager

Contact Phone: 704-806-6745 **Contact E-mail:** joyce_martin@newbethelchurch.com

Service Dates: 11/2016-----current((covid-19 has paused it).

Summary & Scope of Project: We do weekly Washes exterior and interior cleaning as well as sanitizing Of the church's vans. We also do complete details on the 4 church vans 3-4 times per year

Annual Wash Volume: 168

REQUIRED FORM 8 – ADDITIONAL COMPANY QUESTIONS
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination 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?
2. Describe the communications scheme that your organization will use to keep the City informed about the Services.
3. Describe the risks associated with this Contract. What contingencies have been built in to mitigate those risks?
4. What options do you have for tracking washes of City vehicles? (Window Stickers, Wash Tickets, etc.)

Section 6 Required Form 8 Responses

1. The transition of services will run smoothly because we have a system already that each detail lead has on a mobile device that we supply that has all of the assigned job in the system. It also allows for jobs that need to be done with a notice of 2 to 3 hours as it will alert the detailer in the field and our office staff will have it all within the system.

2. We work really well by email, so we can documented conversations. We also will have the necessary contact names and phone numbers for situations where we will need to communicate through the phone.

3. The risk could be anywhere from an employee getting hurt to an employee damaging a city vehicle. We do have all the required coverages in place for worker's compensation and business insurance. We will be happy to provide a certificate of coverage when the city requests it. Currently, we are going through a pandemic and if it continues to go on in 2021, we will continue to have in place our covid-19 precautions with providing all of our employees mask, hand sanitizers and any other needed personal protective equipment needed.

4. We will be tracking the city vehicle washing by using wash tickets.

REQUIRED FORM 9 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

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

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

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

X I hereby certify as stated above:

Cecile White
(Print Name)

Cecile White
Signature

Operations Manager
Title

9/29/2020
Date

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

(Print Name)

Signature

Title

Date

REQUIRED FORM 10 – BYRD ANTI-LOBBYING CERTIFICATION
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination 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.

___Mr. Refurbisher Inc._____ (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.

Cecile White
(Print Name)

Cecile White
Authorized Signature

9/29/2020
Date

Mr. Refurbisher Inc.
Company Name

10931 East Independence Blvd. Ste A7
Address

Matthews, NC 28105
City/State/Zip

REQUIRED FORM 11 – ENVIRONMENTAL PURCHASING RESPONSES

RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

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

Question	Response
Recyclability. Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.	**Some of the materials are Silicone, Carnuba wax is comprised of natural oils, beeswax and petroleum. Blue Concept tire dressing is comprised of water based dressing. Car Soap includes polymers waxes and detergents and balance pH. We use non-caustic degreaser it is paint safe, will not burn or corrode and it is environmentally friendly.**
Biodegradability. Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable.	**Yes it is biodegradable**
Energy Efficiency. Products must meet or exceed the Department of Energy (DOE) and Environmental Protection Agency criteria for use of the ENERGY STAR trademark label; or is in the upper 25% of efficiency for all similar products as designated by the U.S. Department of Energy's Federal Energy Management Program.	**Yes they do meet the Department of Energy**
Water Efficiency. Eligible products must meet or exceed the Environmental Protection Agency's Water Sense program, or be water-efficient or low-flow fixtures.	**The products that we use do meet the environmental Protection Agency and are water efficient.**
Pollution Prevention. Please state your company's policy on source reduction. The Pollution Prevention Act defines source reduction to mean any practice that: (1) Reduces the amount of any hazardous substance, pollutant or contaminant entering any waste stream or otherwise released into the environment (including fugitive emissions) prior to recycling, treatment or disposal, and (2) Reduces the hazards to public health and the environment associated with the release of such substances, pollutants or contaminants. The term includes: equipment or technology modifications, process or procedure modifications, reformulation or redesign of products, substitution of raw materials, and improvements in housekeeping, maintenance, training or inventory control.	**We use the commercial car wash containment mat that will contain the water and any chemicals that are used. We recycle all used bottles and dispose of the trash in the proper containers.**

REQUEST FOR PROPOSALS

VEHICLE CLEANING, DETAILING, AND DECONTAMINATION SERVICES

RFP # 269-2020-147

CHARLOTTE℠

CITY OF CHARLOTTE
NORTH CAROLINA

SEPTEMBER 1, 2020

REQUIRED FORM 2 – ADDENDA RECEIPT CONFIRMATION
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

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

ADDENDUM #:	**DATE ADDENDUM DOWNLOADED FROM NC IPS:**
_____	_____
_____	_____
_____	_____
_____	_____

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

_____ _____
(Please Print Name) Date

_____
Authorized Signature

_____
Title

_____
Company Name

REQUIRED FORM 3 – PROPOSAL SUBMISSION FORM
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

This Proposal is submitted by:

Company Legal Name:	Williams Detailing Services
Representative (printed):	Brent Williams
Address:	P.O. Box 2305
City/State/Zip:	Cornelius NC 28031
Email address:	brentw912@gmail.com
Telephone:	(704) 605-3727 (Area Code) Telephone Number

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

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.
4. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such proposal.
5. As part of its Proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and

complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.

7. None of Company's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Company.
8. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.
9. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Contract as provided in the RFP. As such, I have elected to do the following:

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

___ Not include any exceptions to the Sample Contract.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("PII") as detailed in Section 1.6.12. I understand that the City is legally obligated to provide my Proposal documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

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

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

Representative (signed): _____

REQUIRED FORM 4 – PRICING WORKSHEET
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

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

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

The following Pricing Worksheets are provided for your use in the following pages:

4.1 Vehicle Cleaning Pricing – Off-Site.
(attach a-la-carte pricing and descriptions listings for Off-Site cleaning as a supplement to this worksheet).

4.2 Vehicle Cleaning Pricing – Offsite.
(attach a-la-carte pricing and descriptions listings for On-Site cleaning as a supplement to this worksheet).

4.3 Vehicle Decontamination Pricing.

PRICING WORKSHEET 4.1
VEHICLE CLEANING PRICING - OFFSITE
As Referenced within Scope of Services - Section 3.3

		Year 1	Year 2	Year 3	Year 4	Year 5
Type of Cleaning	**Vehicle Type**	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle
PACKAGED SERVICES						
Exterior Wash Only	A. Light Duty	$15.00	$15.00	$15.00	$15.00	$15.00
	B. Medium Duty	$16.00	$16.00	$16.00	$16.00	$16.00
Standard Wash and Interior Cleaning	A. Light Duty	$25.00	$25.00	$25.00	$25.00	$25.00
	B. Medium Duty	$30.00	$30.00	$30.00	$30.00	$30.00
Detail Services	A. Light Duty	$100.00	$100.00	$100.00	$100.00	$100.00
	B. Medium Duty	$125.00	$125.00	$125.00	$125.00	$125.00
EXTRA SERVICES						
Waxing		$20.00	$20.00	$20.00	$20.00	$20.00
Carpet and Mat Shampoo		$50.00	$50.00	$50.00	$50.00	$50.00
Rim Cleaning		$5.00	$5.00	$5.00	$5.00	$5.00
Tire Shine/Gloss		$2.50	$2.50	$2.50	$2.50	$2.50
Rain/snow/water repellant glass treatment		$2.50	$2.50	$2.50	$2.50	$2.50

A La Carte Services Pricing Sheet and Descriptions attached: ☐ **Check box to indicate pricing sheet provided**

PRICING WORKSHEET 4.2
VEHICLE CLEANING PRICING - ONSITE
As Referenced within Scope of Services - Section 3.4

		Year 1	Year 2	Year 3	Year 4	Year 5
Type of Cleaning	**Vehicle Type**	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle
PACKAGED SERVICES						
Exterior Wash Only	A. Light Duty	$15.00	$15.00	$15.00	$15.00	$15.00
	B. Medium Duty	$20.00	$20.00	$20.00	$20.00	$20.00
	C. Heavy Trucks	$30.00___	$30.00___	$30.00___	$30.00___	$30.00___
Standard Wash and Interior Cleaning	A. Light Duty	$25.00	$25.00	$25.00	$25.00	$25.00
	B. Medium Duty	$35.00_	$35.00_	$35.00_	$35.00_	$35.00_
	C. Heavy Trucks	$40.00	$40.00	$40.00	$40.00	$40.00
Detail Services	A. Light Duty	$7.00	$7.00	$7.00	$7.00	$7.00
	B. Medium Duty	$120.00	$120.00	$120.00	$120.00	$120.00
	C. Heavy Trucks	$135.00	$135.00	$135.00	$135.00	$135.00
EXTRA SERVICES						
Waxing		$20.00	$20.00	$20.00	$20.00	$20.00
Carpet and Mat Shampoo		$50.00	$50.00	$50.00	$50.00	$50.00
Rim Cleaning		$5.00	$5.00	$5.00	$5.00	$5.00
Tire Shine/Gloss		$2.50	$2.50	$2.50	$2.50	$2.50
Rain/snow/water repellant glass treatment		$2.50	$2.50	$2.50	$2.50	$2.50

A La Carte Services Pricing Sheet and Descriptions attached: ☐ **Check box to indicate pricing sheet provided**

PRICING WORKSHEET 4.3
VEHICLE DECONTAMINATION PRICING
As Referenced within Scope of Services – Section 3.5

	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Type of Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle	Price Per Vehicle
Light Duty	$30.00	$30.00	$30.00	$30.00	$30.00
Medium Duty	$40.00	$40.00	$40.00	$40.00	$40.00
Heavy Trucks	$50.00	$50.00	$50.00	$50.00	$50.00
Misc. & Construction Equipment	$50.00	$50.00	$50.00	$50.00	$50.00

REQUIRED FORM 5 – M/W/SBE UTILIZATION
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

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

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

The City recommends you exhaust all efforts when identifying potential MWSBEs to participate on this RFP.

Company Name:	Williams Detailing Services

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

____ MBE ____WBE ____SBE X None of the above

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

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

Identify outreach efforts that *were employed* by the firm to maximize inclusion of MWSBEs to be submitted with the firm's proposal (attach additional sheets if needed):

_____

_____

_____

Identify outreach efforts that *will be employed* by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

_____

_____

_____

[Form continues on next page]

List below all **MWSBEs** that you intend to subcontract to while performing the Services:

Subcontractor Name	Description of work or materials	Indicate "M," "S," and/or "W"	City Vendor #

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

Representative (signed): _____

_____
Date

_____
Representative Name

_____
Estimated Total Contract Value

REQUIRED FORM 6 – COMPANY'S BACKGROUND RESPONSE
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination 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.

1. Company's legal name.
2. Company Location (indicate corporate headquarters and location that will be providing the Services).
3. How many years has your company been in business? How long has your company been providing the Services as described in Section 3?
4. How many public sector (cities or counties) clients does your company have? How many are using the Services? Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization).
5. List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.
6. List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.
7. Provide an overview and history of your company.
8. If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.
11. Describe your company's complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.
12. Describe the ownership structure of your company, including any significant or controlling equity holders.
13. Provide a management organization chart of your company's overall organization, including director and officer positions and names and the reporting structure.
14. Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company's team for providing the Services.
15. If the Proposal will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, please describe the relationship, to include the form of partnership, each team member's role, and the experience each company will bring to the relationship that qualifies it to fulfill its role. Provide descriptions and references for the projects on which team members have previously collaborated.
16. Explain how your organization ensures that personnel performing the Services are qualified and proficient.
17. Provide information regarding the level of staffing at your organization's facilities that will be providing the Services, as well as the level of staffing at subcontractors' facilities, if known or applicable.
18. If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.
19. Describe your security procedures to include physical plant, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third party security audits in the last five (5) years.

Section 6 Required Forms Vehicle Cleaning and Decontamination Services

RFP# 269-2020-147

September 1, 2020 33 REQUIRED FORM 6 – COMPANY'S BACKGROUND RESPONSE RFP # 269-2020-147

1. Company's legal name. **Williams Detailing Services INC.**

2. Company Location (indicate corporate headquarters and location that will be providing the Services).

Williams Detailing Services INC. is mobile operations and has a P.O. Box 2305 Cornelius NC, 28031

3. How many years has your company been in business? How long has your company been providing the Services as described in Section 3?

Williams Detailing Services INC. has been in business for 25 Years.

4. How many public sector (cities or counties) clients does your company have?

How many are using the Services? **None**

Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization).

American Red Cross 3,640 Annually. Address is 2425 Park Road, Charlotte, NC 20203

5. List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination**.** **None**

6. List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP. **None**

7. Provide an overview and history of your company.

Williams Detailing Service Inc. has been owned and managed by Brent J. Williams for over 25 years. During this time, he has earned the trust and a reputation that proceeds him. He has a consistent base of customers that he has been doing business for over the years. His corporate/business customer list includes but are not limited to the following:

Corporate/ Business Customer List	
Red Cross	**20 Years**
Wind Stream	**15 Years**
Yellow Stone Landscaping/ECO Scape	**17 Years**
Microban	**15 Years**
American Tires	**16 Years**
Gerber	**8 Years**
Holiday Marina	**16 Years**
Morning Star Marina	**16 Years**

West Port Marina **17 Years**

8. If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division. **N/A**

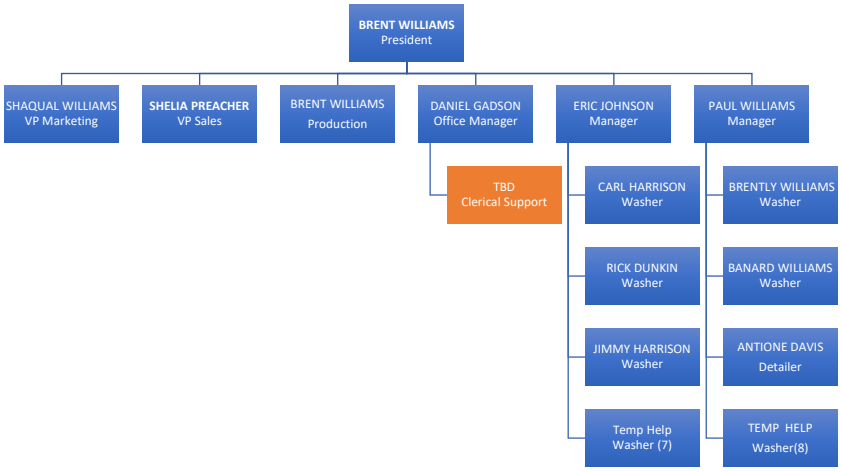
11. Describe your company's complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities. The

12. Describe the ownership structure of your company, including any significant or controlling equity holders. **Single Owner, INC.**

13. Provide a management organization chart of your company's overall organization, including director and officer positions and names and the reporting structure.

Williams Detailing Services INC.

Organization Chart



14. Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company's team for providing the Services.

Key Individuals	Qualifications
Brent Williams	Mr. Williams learned automotive detailing at the tender age of 12 and continued until the age of 18 after joining the military, working as a maintenance supervisor. His detailing experience continued after 18 ½ years of service with the military, when he started his own detailing service. He has been the owner of Williams Detailing Service INC. for over 25 years.
Shaqual Williams	Ms. Williams has functioned as Marketing VP for 10 years with Williams Detailing Services INC. She has on the job experience.
Shelia Preacher	Ms. Preacher has functioned as the Sales VP for 11 years with Williams Detailing Services INC. She has an Associate Degree in Business Administration, from University of Alaska. In addition She has 25 years of managerial experience.

Eric Johnson	Mr. Johnson has functioned as a Manager with Williams Detailing Services INC. for 13 years.
Paul Williams	Mr. Williams has 30 plus years detailing experience. He has been with Williams Detailing Services INC. for 20 years in the role of Manager.
Daniel Gadson	Ms. Gadson is new to the role of Office Manager. She has a bachelor's degree in Psychology, Years of experience in Human Resources and Investment Project Management. In addition she has experience in information system, and business consulting.
Michael Walker	Is a Sub-Contractor who has been working with Williams Detailing Services INC. for over 15 years. He is support for backup of additional work.
Nathaniel Abraham	Is a Sub-Contractor who has been working with Williams Detailing Services INC. for over 9 years. He is support for backup of additional work.

15. If the Proposal will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, please describe the relationship, to include the form of partnership, each team member's role, and the experience each company will bring to the relationship that qualifies it to fulfill its role. Provide descriptions and references for the projects on which team members have previously collaborated.

16. Explain how your organization ensures that personnel performing the Services are qualified and proficient.

Our Company completes sample audits of vehicles cleaned for quality assurance purposes.

17. Provide information regarding the level of staffing at your organization's facilities that will be providing the Services, as well as the level of staffing at subcontractors' facilities, if known or applicable.

N/A

18. If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute. **N/A**

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

The current process that Williams Detailing Services INC. uses for security is as follows:

- **We have not had any 3rd party Audits in the last 5 years.**
- **All employees work in teams. No employees work solo. All teams consist of a manager and no less that 2 workers.**
- **All electronic data is stored in a cloud data base, with backups.**
- **All hard copy files are kept at owners secured storage unit.**

- **No Physical plant procedures because, business is mobile. All mobile units are stored and secured at Managers location.**

Vehicle Cleaning, Detailing, and Decontamination Services

1. What steps will your organization take to ensure that the transition of Services runs smoothly?

Williams Detailing Service INC. will:

1. **Be on time and work until the full daily schedule is complete.**
2. **Clear open communication with contracted.**
3. **Follow standard operating procedures for Williams Detailing Services INC.**
4. **Complete daily sample audits of services for quality assurance.**

2. Describe the communications scheme that your organization will use to keep the City informed about the Services.

Williams Detailing Service INC. will:

1. **Complete a Communication Plan that will include a stakeholder analysis and communication frequency levels.**
2. **Provide a schedule of services to be provided monthly.**
3. **Provide an emergency response contact for any questions or concerns.**
4. **Respond to all emails within 24 hours.**

3. Describe the risks associated with this Contract. What contingencies have been built in to mitigate those risks?

Risks associated with this contract may include unit breakdown and/or staffing shortages. Williams Detailing Services INC. has an agreement with Labor Ready to supply any staffing shortages. In addition, Williams Detailing Services has two Sub-contractors to support the wash services. This will ensure all service obligations are met.

4. What options do you have for tracking washes of City vehicles? (Window Stickers, Wash Tickets, etc.)

Williams Detailing Services INC. will use QR code window stickers & tag number to account for the washes.

REQUIRED FORM 7 – REFERENCES
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination 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: Yellow Stone Landscaping **Main Phone:** (704) 241-8107

Address: PO Box 3328 Huntersville, NC 28070

Primary Contact: Jimmy Brown **Title:** Fleet Manager

Contact Phone: (704) 241-8107 **Contact E-mail:** jbrown @yellowstonelandscape.com

Service Dates: Monthly for 16 Years

Summary & Scope of Project: Monthly Standard Wash and Interior Cleaning

Annual Wash Volume: 540 Annually

REFERENCE 2:

Name of Client: SURFATAS Surface Active Technologies **Main Phone:** (704)584-0023

Address:11515 Vanstory Drive, Suite 110, Huntersville , NC 28078

Primary Contact: Barnwell Ramsey **Title:** Owner

Contact Phone: (704) 534-8125 **Contact E-mail:**barney.ramsey@surfatas.com

Service Dates: Biweekly for 18 Years

Summary & Scope of Project: Fleet Wash and Detail biweekly.

Annual Wash Volume: 240 Annually

REFERENCE 3:

Name of Client: Woodies Auto Service and Repair Centers **Main Phone:** (704 875-0239

Address: 9745 Rose Commons Dr**.,** Huntersville, NC 28078

Primary Contact: Karl Wegner **Title:** Service Manager

Contact Phone: (704) 875-0239 **Contact E-mail:** kwegner@woodiesautoservice.com

Service Dates: Weekly for 2 years

Summary & Scope of Project: Complete Detailing of average 3 vehicle per week

Annual Wash Volume: 156 Annually

REFERENCE 4:

Name of Client: Windstream **Main Phone:** (980) 214-9103

Address: 131 West Matthews Street, Matthews NC 28105

Primary Contact: Mike McCarthon **Title:** Supervisor

Contact Phone: (980) 214-9103 **Contact E-mail:** mike.mccathran@windstream.com

Service Dates: Monthly for 15 Years

Summary & Scope of Project: Monthly Standard Wash and Interior Cleaning

Annual Wash Volume: 576 Vehicles Annually

REFERENCE 5:

Name of Client: Amearican Red Cross **Main Phone:** (704) 400-8423

Address: 2425 Park Road, Charlotte, NC 20203

Primary Contact: Sandra Peake **Title:** Regional Director

Contact Phone: (704) 400-8423 **Contact E-mail:** Sandra.peake@redcross.org

Service Dates: Monthly for 21 Years

Summary & Scope of Project: Monthly Standard Wash and Interior Cleaning, detailing, decontamination of feet.

Annual Wash Volume: 3640 Annually for 17 years, recent cut back due to COVID-19 600 per Year

REQUIRED FORM 8 – ADDITIONAL COMPANY QUESTIONS
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination 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?
2. Describe the communications scheme that your organization will use to keep the City informed about the Services.
3. Describe the risks associated with this Contract. What contingencies have been built in to mitigate those risks?
4. What options do you have for tracking washes of City vehicles? (Window Stickers, Wash Tickets, etc.)

REQUIRED FORM 9 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

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

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

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

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

(Print Name)	Signature
Title	Date

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

(Print Name)	Signature
Title	Date

REQUIRED FORM 10 – BYRD ANTI-LOBBYING CERTIFICATION
RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

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

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

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

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

_____	_____
(Print Name)	Company Name
_____	_____
Authorized Signature	Address
_____	_____
Date	City/State/Zip

REQUIRED FORM 11 – ENVIRONMENTAL PURCHASING RESPONSES

RFP # 269-2020-147

Vehicle Cleaning, Detailing, and Decontamination Services

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

Question	Response
Recyclability. Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.	**N/A**
Biodegradability. Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable.	**Shine On Tire Dresser, Nu Look – Interior Cleaner, All Purpose Nu Solutions and Wash & Wax Soap**
Energy Efficiency. Products must meet or exceed the Department of Energy (DOE) and Environmental Protection Agency criteria for use of the ENERGY STAR trademark label; or is in the upper 25% of efficiency for all similar products as designated by the U.S. Department of Energy's Federal Energy Management Program.	**N/A**
Water Efficiency. Eligible products must meet or exceed the Environmental Protection Agency's Water Sense program, or be water-efficient or low-flow fixtures.	**Low flow fixtures**
Pollution Prevention. Please state your company's policy on source reduction. The Pollution Prevention Act defines source reduction to mean any practice that: (1) Reduces the amount of any hazardous substance, pollutant or contaminant entering any waste stream or otherwise released into the environment (including fugitive emissions) prior to recycling, treatment or disposal, and (2) Reduces the hazards to public health and the environment associated with the release of such substances, pollutants or contaminants. The term includes: equipment or technology modifications, process or procedure modifications, reformulation or redesign of products, substitution of raw materials, and improvements in housekeeping, maintenance, training or inventory control.	**N/A**

EXHIBIT A - SAMPLE CONTRACT.

Contract #: {---Contract Number---} **Vehicle Washing and Decontamination Services**

Effective Date: {---Effective Date---}	**City Vendor#: {---Vendor Number---}**
Between the City of Charlotte ("City") and {---Vendor Legal Name---}, (the "Company")	
This cover sheet ("**Cover Sheet**") and each of the attachments listed below ("**Attachments**") together comprise a Vehicle Washing and Decontamination Services (the "**Contract**") entered into as of the **Effective Date**, between {---**Vendor Legal Name**---} a {---Vendor State of Incorporation---} {---Vendor Entity Type---} registered to do business in North Carolina and the City of Charlotte, a North Carolina municipal corporation:	
Service Terms General Conditions Price Schedule Scope of Services	Federal Contracting Terms Confidentiality Terms CBI Forms
Term: This Contract will start on the **Effective Date** and continue for a period of three (3) years (the "**Initial Term**").	**Renewals**: The City will have the option to renew this Contract for up to two (2) one-year terms by giving notice to Company.
Services. Company agrees to perform the services described in the Attachments ("Services") under the terms and conditions set forth in this Contract. **Compensation**. The City will pay for the Services at the rates set forth in the Price Schedule. These rates shall remain firm for the duration of this Contract, unless otherwise stated in the Price Schedule. **Payment Cap**: Notwithstanding any renewal, the City's payment obligations under this Contract shall not exceed: {---Payment Cap---} (the "Payment Cap") absent a written amendment executed by the City. **Capitalized terms used in this Contract have the meanings assigned in this Contract**	**Email invoices to:** cocap@charlottenc.gov -or- Mail invoices to the following: City of Charlotte A/P Attn: P.O. Box 37979 Charlotte, NC 28237-7979 Each invoice shall include the purchase order number and Contract Number and shall be accompanied by a sales tax statement *or* shall have the sales tax amount shown clearly, along with the invoice total, on the face of the invoice.
City Business Contact Nakayla Horlback City Procurement 600 East Fourth St. Charlotte, NC 28202 Phone: 704-336-1530 Email: Nakayla.horlback@charlottenc.gov	**Vendor Business Contact** {---Vendor Primary Contact Name---} {---Vendor Legal Name---} {---Vendor Street1---} {---Vendor Street2---} {---Vendor City---}, {---Vendor State/Province---} {---Vendor Postal Code---} Phone: {---Vendor Phone---} Email: {---Vendor E-mail---}

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

{---Vendor Legal Name---}	**City of Charlotte**
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____ Date: _____	Title: _____ Date: _____

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

SERVICE TERMS

This Attachment is incorporated into the Vehicle Washing and Decontamination Services ("**Contract**") between the City of Charlotte ("**City**") and {---Vendor Legal Name---} ("Company"). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract**.**

1. **Services**. Company agrees to perform the services described in the Scope of Services Attachment (the "Services"). Additional Scope of Services Attachments may be added to this Contract by a written amendment, and once added shall become part of the "Services."

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

3. **Premium Rates**. Unless explicitly listed in the Price Schedule, Company will not charge the City at overtime, emergency, or other premium rates, regardless of the number of hours worked in a given day or week.

4. **Billing Records**. During the term of this Contract and for three (3) years after it terminates, Company will keep documentation sufficient to verify the amounts billed to the City. The City has the right to audit Company's time cards, invoices, reports and other documents relating to amounts charged under this Contract, and will not be required to pay for: (a) any time billed that was excessive in light of the result achieved, or (b) any Services that did not meet the standards and requirements referenced in this Contract. Company agrees to make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday, within ten (10) days after the City requests them. The City shall pay its own expenses relating to such audits but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of $10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

5. **Employment Taxes and Employee Benefits**. Company acknowledges and agrees that Company's employees and subcontractors are not employees of the City. Company represents, warrants, and covenants that Company will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation, and other payments and deductions that are required by law relating to provision of the Services. Company shall indemnify, defend, and hold harmless the City and the City' officials, employees and agents from and against any and all claims, losses, damages, fines, penalties, obligations, liabilities and expenses, including but not limited to reasonable attorneys' fees arising from Company any claim that an individual performing the Service is an employee of the City.

6. **City Ownership of Work Product**. The City will have exclusive ownership of all reports, documents, designs, ideas, materials, concepts, plans, creative works, software, data, programming code and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the "Intellectual Property"). Company hereby assigns and transfers all rights in the Intellectual Property to the City. 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. Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agrees that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.

7. **License to Use Intellectual Property**. The City grants Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. Company may not to use the Intellectual Property for other purposes without the City's prior written consent, and Company agrees to treat the Intellectual Property and all City data with the same level of protection that Company afford Company's own trade secrets and intellectual property**.**

8. **Contract Data.** The City shall have exclusive ownership of the following (collectively referred to as "Contract Data"): (a) all data produced or generated under this Contract for the benefit of the City or its customers; and (b) all data provided by, accessed through, or processed for the City under this Contract. Company will promptly provide the Contract Data to the City in machine readable format upon the City's request at any time while this Contract is in effect or within three years after this Contract terminates.

9. **Company Will Not Sell or Disclose Contract Data.** Company will treat Contract Data as Confidential Information under this Contract. Company will not reproduce, copy, duplicate, disclose, or use the Contract Data in any manner except as authorized by the City in writing or expressly permitted by this Contract.

10. **Supporting Data.** If Company will be providing work product under this Contract that is based on an analysis of data Company will provide the City with all data supporting Company's analysis ("Supporting Data") in a machine-readable format, together with a written description of the methods of analysis. Excluding Confidential Information of Company (as defined in this Contract), the City shall be permitted to reproduce, copy, duplicate, disclose, or use the Supporting Data for any purpose, and it shall be treated as a public record under North Carolina law.

11. **City Resources**. The City is not required to provide any information, personnel, facilities, or other resources aside from what is specifically required in the Scope of Service unless the City can do so at no cost. When this Attachment requires the City to provide a resource, Company shall request it in writing in a timely manner. If Company will be delayed in

performing due to any failure by the City to provide a resource required by this Contract, Company shall promptly notify in writing both the City Business Contact and Official Notice Recipients identified in the General Conditions. Failure or delay by the City to provide required resources will not excuse Company from any failure or delay in performance unless Company has followed these steps. The duration of any excused delay will be limited to the time period after Company has followed these steps.

12. **Compensation for Termination Without Cause**. If the City terminates this Contract without cause, the City shall pay Company for Services rendered through the date of termination at the rates set forth in the Price Schedule. The City's obligation to make such payments is conditioned upon Company having complied with the Section of General Conditions captioned "Obligations On Termination," and is subject to the City's right to inspect billing records and dispute any charges as provided under this Attachment.

13. **Removal and Replacement of Personnel**. "Key Personnel" are the individuals listed as such on the Scope of Service, and any other individuals whom the City reasonably deems integral to successful performance of the Services. Absent the City's written approval, Company will not: (i) remove Key Personnel from performance of this Contract or permit Company's subcontractors to remove Key Personnel from performance of this Contract; or (ii) materially reduce or allow Company's subcontractors to materially reduce the involvement of Key Personnel in performing this Contract. The City will have the right to interview and approve Key Personnel, and also to require the removal and replacement of Key Personnel if the City has reasonable grounds to believe that the individual is not suitable for the assignment, including without limitation insufficient experience, inadequate qualifications, lack of necessary skills, improper conduct, background check results, or other grounds. Upon receipt of a request for rejection, removal, or replacement of an individual, Company will promptly comply with the request and provide the City with the requisite background materials for a proposed alternate or successor. If Company does not believe the City has reasonable grounds for making the request, Company will notify the City in writing and the City will have the right to exercise its termination rights under the Contract, or to suspend the Contract and any payments due until such matter is resolved.

14. **Regeneration of Lost or Damaged Data**. If Company loses or damages any data in the City's possession, Company will, at Company's own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.

15. **City Materials and Data Treated as Confidential**. Company will treat as confidential information all data and materials provided by or processed for the City in connection with this Contract. 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 this Contract.

16. **Background Checks**.

16.1. BACKGROUND CHECKS REQUIRED PRIOR TO WORK. Prior to starting work under this Contract, Company will conduct a background check on each Company employee assigned to work under this Contract and will require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a reference check.

16.2. NEW CHECKS REQUIRED EACH YEAR AND PRIOR TO NEW PROJECTS. After starting work under this Contract, Company will, on an annual basis, perform a Background Check for each Company employee assigned to work under this Contract during that year, and will require its subcontractors (if any) to do the same for each of their employees. If Company undertakes a new project under this Contract, then prior to commencing performance of the project Company will perform a Background Check for each Company employee assigned to work on the project and will require its subcontractors (if any) to do the same for each of their employees.

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

16.3.1. If the job duties require driving: A motor vehicle records check.

16.3.2. If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.

16.4. COMPLIANCE WITH APPLICABLE LAW. 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.

16.5. DUTY TO REPORT INFORMATION TO CITY. Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

16.6. CHECKS CONDUCTED BY CITY. The City may conduct its own background checks on principals of 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.

GENERAL CONDITIONS

This Attachment is incorporated into the Vehicle Washing and Decontamination Services ("Contract") between the City of Charlotte ("City") and {---Vendor Legal Name---} ("Company"). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **PRIORITY OF ATTACHMENTS.** In the event of a conflict among the Attachments, the Federal Contracting Terms shall have first priority, and all other Attachments shall have priority in the order in which they are listed on the Cover Sheet.

2. **INVOICES**. Each invoice sent by Company shall detail all Services performed and delivered which are necessary to entitle 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.

3. **PAYMENT TERMS**. The City will pay undisputed, properly submitted invoices within sixty (60) days after receipt. As a condition of payment, Company must invoice the City for Services within sixty (60) days after the Services are performed. Company WAIVES THE RIGHT TO CHARGE THE CITY FOR ANY SERVICES THAT HAVE NOT BEEN INVOICED WITHIN SIXTY (60) DAYS AFTER SUCH SERVICES WERE RENDERED.

4. **TERMINATION FOR CONVENIENCE.** The City may terminate this Contract at any time without cause by giving written notice to Company. The City shall pay for Services rendered through the date of termination, subject to {---Vendor Legal Name---}'s compliance with Section 5 of the General Conditions.

5. **TERMINATION FOR CAUSE.** Without limiting any other termination rights set forth in this Contract, either party may terminate this Contract for default if the other party fails to cure a material breach within thirty (30) days after receipt of written notice that identifies the breach and the intent to terminate if not cured. The City may terminate this Contract for default without a cure period if Company:

   5.1. Fails to obtain, maintain, or provide proof of the insurance policies and endorsements as required by this Contract; or

   5.2. Becomes more than ten (10) days late performing the Services; or

   5.3. Acts of fails to act in a way that creates a risk to safety or causes or is likely to cause the City to incur property damage, fines, or penalties.

6. **AUTHORITY TO TERMINATE**. Authority to terminate this Contract on behalf of the City rests with the City Manager and Deputy City Manager, or any designee of the forgoing having the same level of delegated signature authority as would have been required to execute the Contract.

7. **OBLIGATIONS ON TERMINATION**. Upon expiration or termination of this Contract, Company will promptly provide to the City, at no cost, (i) all data, materials, software, and equipment provided to Company by or on behalf of the City; (ii) all deliverables that are completed or in process as of the date of termination; and (iii) a statement of all Services performed through termination, together with such detail and documentation as is otherwise required under this Contract for payment. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information", as defined in the Section titled Confidentiality Terms.

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

9. **REMEDIES.**

   9.1. **Right to Withhold Payment**. If Company breaches any provision of this Contract, the City may elect to withhold all payments due until the breach has been fully cured. Company and the City are each entitled to setoff and deduct from any amounts owed to the other party under this Contract all damages and expenses incurred due to the other party's breach.

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

   9.3. **Reserved.**

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

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

    10.2. Violation of any federal, state, or local law, ordinance, rule, regulation, guideline, or standard by Company or its employees or subcontractors, or by any service, product, or deliverable provided under this Contract;

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

    If an Infringement Claim occurs, Company will either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If 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, Company shall promptly refund to the City all amounts paid under this Contract.

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

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

11. **INSURANCE.**
    Company shall purchase and maintain, during the life of this Contract, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance:

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

    (b) Commercial General Liability
    Bodily injury and property damage liability as shall protect Company and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operation of this Contract whether such operations are performed by Company, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this Contract.

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

    (d) Crime Coverage
    Providing employee dishonesty coverage on all contractors' employees at a limit of not less than $50,000 each claim, with the addition of Loss Payable endorsement (CR 20 14 08 07), the City of Charlotte named as loss payee.

    (e) Pollution Legal Liability
    Insurance of not less than $1,000,000 per occurrence or claim, including third party bodily injury, third party property damage – including loss of use, natural resources damages, cleanup coverage for pollution migration, and legal defense costs.

    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. 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.

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

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

day written notice of any intent to amend or terminate by either the insured or the insuring Company.

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

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

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

Kay Elmore	**Adam Jones**
City Procurement	City Attorney's Office
600 East Fourth Street	600 East Fourth Street
Charlotte, NC 28202	Charlotte, NC 28202
704-336-2524	704-336-3012
Kelmore@charlottenc.gov	Amjones@charlottenc.gov

Add Notice Address for
Company
Legal Notice Contact

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

13. **WORK ON CITY'S PREMISES.** Whenever on City premises, Company will obey all instructions and City policies applicable to City employees and contractors that Company is made aware of. If Company causes damage to the City's equipment or facilities, Company will promptly repair or replace such damaged items at Company's expense.

14. **NON-APPROPRIATION OF FUNDS**. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City that is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

15. **REQUIRED BY CITY ORDINANCE:** COMMERCIAL NON-DISCRIMINATION. The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). As a condition of entering into this Contract Company agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, 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 Company retaliate against any person or entity for reporting instances of such discrimination. 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.

As a condition of entering into this Contract, 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 (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five years, including the total dollar amount paid by Company on each subcontract or supply contract. 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.

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

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 Company from participating in City contracts and other sanctions.

16. **REQUIRED BY STATE LAW.**

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

b. NC Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel. 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. Gen. Stat. §147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C. Gen. Stat. §147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract.

17. **CHARLOTTE BUSINESS INCLUSION POLICY**. The City has adopted a CBI Policy, which is posted on the City's website at https://charlottenc.gov/finance/procurement/cbi/Pages/library.aspx. The parties agree that:

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

17.2. A violation of the CBI Policy shall constitute a material breach of this Contract, and shall entitle the City to exercise any of the remedies set forth in the CBI Policy, including but not limited to liquidated damages; and

17.3. Without limiting any of the other remedies the City has under the CBI Policy, the City shall be entitled to withhold periodic payments and final payment due to Company under this Contract until the City has received in a form satisfactory to the City all claim releases, payment affidavits, and other documentation required by the City's CBI Policy, and in the event payments are withheld under this provision, Company waives any right to interest that might otherwise be warranted on such withheld amount under N.C. Gen. Stat. §143-134.1; and

17.4. The remedies set forth in the CBI Policy shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy; and

17.5. The City will incur costs if Company violates the CBI Policy, and such costs are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, Company agrees to pay the City liquidated damages at the rates set forth in the CBI Policy.

17.6. Company agrees to participate in any dispute resolution process specified by the City from time to time for the resolution of disputes arising from the CBI Policy.

17.7. Nothing in this Section shall be construed to relieve Company from any obligation it may have under N.C. Gen. Stat. §143-134.1 regarding the payment of subcontractors.

18. RESERVED.

19. **GENERAL.**

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

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

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

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

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

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

19.7. PUBLICITY. Company may not identify or reference the City or this Contract in any advertising, sales promotion, or other materials without the City's prior written consent of the City *except*: (i) Company may list the City as a reference, and (ii) Company may identify the City as a customer in presentations to potential customers.

19.8. WAIVER. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Contract shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.

19.9. SURVIVAL. Any provision of this Contract that contemplates performance or observance subsequent to termination or expiration of this Contract shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to warranties and warranty disclaimers, intellectual property ownership, indemnity, payment terms, and confidentiality.

19.10. TAXES. Company will pay all applicable federal, state, and local taxes that may be chargeable against the performance of the Services.

19.11. CONSTRUCTION OF TERMS. Both parties have carefully considered the particular language used in this Contract. The general rule of law that ambiguities are construed against the drafter will not apply.

19.12. DAYS. Unless specifically stated otherwise, all references to days in this Contract refer to calendar days rather than business days. Any references to "business days" shall mean the days that the City's main office at 600 East Fourth Street, Charlotte, NC, is open for the public to transact business.

19.13. CONFLICTS OF INTEREST. Company will not take any action that is or is likely to be perceived as conflict of interest under this Contract. Company has not made and will not make any gifts to City employees or officials in connection with this Contract.

19.14. COMPLIANCE WITH LAWS. Company and its subcontractors will comply with all local, state, and federal ordinances, statutes, laws, rules, regulations, and standards ("Applicable Law") in performing this Contract. Company represents and warrants that each deliverable provided under this Contract will comply with all Applicable Law, including without limitation the Americans With Disabilities Act.

19.15. PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. §159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

PRICE SCHEDULE

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

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

[Pricing Table to be Inserted]

SCOPE OF SERVICES

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

[Scope to be Inserted]

FEDERAL CONTRACTING TERMS

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

1. **Debarment and Suspension**. Company represents and warrants that, as of the Effective Date of the Contract, neither Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, Company shall notify the City immediately. The Company's completed Vendor Debarment Certification is incorporated herein as provided in this Attachment below.

2. **Record Retention**. Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

3. **Procurement of Recovered Materials**. Company represents and warrants that in its performance under the Contract, Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. **Clean Air Act and Federal Water Pollution Control Act**. Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

5. **Energy Efficiency**. Company certifies that Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**. Company certifies that:
   - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
   - 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
   - 6.3. Company shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
   - 6.4. Company's completed Byrd Anti-Lobbying Certification is incorporated herein as provided in this Attachment below.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. If the Contract is in excess of $100,000 and involves the employment of mechanics or laborers, Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Company is required to compute the wages of every mechanic and

laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.

8. **Right to Inventions**. If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9. **DHS Seal, Logo, and Flags.** Company shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. **Federal Government Not a Party**. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter resulting from the Contract.

CONFIDENTIALITY TERMS

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

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

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

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

2. **RESTRICTIONS.**

   2.1. **Company** shall not copy, modify, enhance, compile, or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.

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

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

   2.4. Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.

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

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

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

   2.8. Company shall comply with the City's Restricted Data Policy, a copy of which is posted on the City's website, and with any instructions or procedures issued by the City from time to time regarding Highly Restricted Information.

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

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

3. **EXCEPTIONS**. Company shall have no obligation with respect to Confidential Information that Company can establish:

- Was already known to Company prior to being disclosed by the City;
- Was or becomes publicly known through no wrongful act of Company;
- Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
- Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
- Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that Company shall immediately notify the City prior to disclosure, and reasonably assist the City in seeking a protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

CBI FORMS

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

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

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

CHARLOTTE BUSINESS INCLUSION

CBI FORM 6: Payment Affidavit - Subcontractor / Supplier Utilization

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

Project Name: _____

Contractor Name: _____ Payment / Invoice # _____

Contract Number: _____ Invoice Amount: $_____

Payment Period: From _____ To _____ City Department: _____

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

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

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

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

Section 2: Payments to SUPPLIERS

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

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

This _____ day of _____ 20 _____

Signature Print Name and Title

To be completed by City for FINAL PAYMENT

Total Paid to MBEs:	$	MBE Goal:	%	MBE Goal Commitment:	%	MBE Goal Attainment:	%
Total Paid to WBEs:	$	WBE Goal:	%	WBE Goal Commitment:	%	WBE Goal Attainment:	%
Total Paid to SBEs:	$	SBE Goal:	%	SBE Goal Commitment:	%	SBE Goal Attainment:	%
Total Paid to Contractor:	$						

Version 06-2020