

REQUEST FOR PROPOSALS

PREVENTIVE MAINTENANCE SERVICES FOR FLOOR SCRUBBERS AND TUGS

RFP # 269-2009-0000008



**CITY OF CHARLOTTE
NORTH CAROLINA**

APRIL 22, 2009

REQUEST FOR PROPOSALS
RFP # 269-2009-0000008
Preventive Maintenance Services for Floor Scrubbers and TUGS

April 22, 2009

Dear Service Provider:

The City of Charlotte on behalf of the Charlotte Area Transit System (CATS) is accepting Proposals for Preventive Maintenance Services for Floor Scrubbers and TUGS. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

A **Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **May 13, 2009, at 10:00 a.m., Bus Operations South Tryon Maintenance Facility, 3145 S. Tryon Street, Charlotte, NC 28217, in the Break Room in Maintenance Building.** Attendance at the pre-proposal conference is mandatory. Please bring a copy of the RFP with you at that time. All Service Providers must return a completed RFP "Acknowledgement Form" (see Section 9, Form One) by the deadline stated in the schedule in Section 2.1 of this RFP.

Instructions for the preparation and submission of this RFP are contained in this document. Please read them carefully. All Proposals for this undertaking will be received at the office of Charlotte Area Transit System Procurement Division, Bus Operations South Tryon Maintenance Facility, 3145 S. Tryon Street, Charlotte, NC 28217, Room 135, on or before but no later than May 28, 2009. One electronic copy on a CD in MS Word and one unbound original Proposal signed in ink by a company official authorized to make a legal and binding offer along with the corporate seal, plus four (4) copies of your Proposal must be submitted in a sealed box or sealed envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals

Attention: Barbara Scott

Name of Company Submitting Proposal

Preventive Maintenance Services for Floor Scrubbers and TUGS

RFP # 269-2009-0000008

The City of Charlotte has an equal opportunity purchasing policy and seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City Programs. The City provides equal opportunity for all businesses and does not discriminate against any Service Provider regardless of race, color, religion, age, sex, national origin or disability.

Proposals may be held by the City for a period not to exceed one hundred eighty (180) days from the date of the opening of Proposals for the purpose of reviewing the Proposals and investigating the qualifications of Service Providers.

The City reserves the right to reject any or all Proposals and to waive any informalities of the RFP.

RFP questions must be directed to Barbara Scott, Business Support Services, Procurement Services Division, per the enclosed instructions in Section 2.3. The City is an equal opportunity purchaser.

Sincerely,

Tom Livingston

Tom Livingston
Interim Chief Procurement Officer

cc: Jay Fagel
Terrence Watson, SBD
RFP File

Section 1

Introduction and General Information

1. INTRODUCTION.

1.1. Objective.

The objective of this RFP is to solicit Proposals that will enable the City to determine which Service Provider and Proposed Solution will best meet the City's needs.

1.2 Exhibits and Forms.

The Exhibits and Forms below are hereby incorporated into and made a part of this Request for Proposals (RFP).

Exhibit A	Company Employee Rules;
Exhibit B	Insurance Requirements;
Form 1 -	Request for Proposals Acknowledgement Form;
Form 2 -	Addenda Receipt Confirmation Form;
Form 3 -	Proposal Pricing Submittal Form;
Form 4 -	Non-Discrimination Certification Form; and
Form 5 -	References.

1.3 Definitions.

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

<i>CATS:</i>	Refers to the Charlotte Area Transit System.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>City Project Manager:</i>	Refers to a specified City employee representing the best interests of the City for this Project.
<i>Company:</i>	Refers to a Service Provider that has been selected by the City to provide the Services required by this RFP.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Project.
<i>Agreement:</i>	Refers to a contract executed by the City and Service Provider for all or part of the Services covered by this RFP.
<i>Evaluation Committee:</i>	Refers to a committee, as appointed by the City, responsible for determining the best Service Provider for the Services described in this RFP.
<i>Project:</i>	Refers to the procurement process to choose a Service Provider to perform Preventive Maintenance Services for Floor Scrubbers and TUGS for the City.
<i>Proposal:</i>	Refers to the Proposal submitted by a Service Provider for the Services as outlined in this RFP.
<i>Services:</i>	Refers to the Preventive Maintenance Services for Floor Scrubbers and TUGS as requested in this RFP.
<i>Service Provider:</i>	Refers to a company that has interest in providing the Services required by this RFP.

Section 1

Introduction and General Information

1.4 Accuracy of RFP and Related Documents.

The City assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this procurement process. In addition, the City will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the City other than those provided by the City through the issuance of addenda. In no event may a Service Provider rely on any oral statement by the City or its agents, advisors or consultants.

Should a Service Provider find discrepancies or omissions in this RFP or any other documents provided by the City, the Service Provider should immediately notify the City of such potential discrepancy in writing, and a written addendum will be made available to each Service Provider, via the Internet, if the City determines clarification necessary. Each Service Provider requesting an interpretation will be responsible for delivering such requests to the City's designated representative in writing.

1.5 City's Rights and Options.

The City reserves the following rights, which may be exercised at the City's sole discretion:

- 1.5.1 To supplement, amend, substitute or otherwise modify this RFP at any time;
- 1.5.2 To cancel this RFP with or without the substitution of another RFP;
- 1.5.3 To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City;
- 1.5.4 To issue additional requests for information;
- 1.5.5 To require one or more Service Providers to supplement, clarify or provide additional information in order for the City to evaluate the Proposals submitted;
- 15.6 To conduct investigations with respect to the qualifications and experience of each Service Provider;
- 1.5.7 To waive any defect or irregularity in any Proposal received;
- 1.5.8 To reject any or all Proposals;
- 1.5.9 To award all, none, or any part of the Services that is in the best interest of the City, with one or more of the Service Providers responding, which may be done with or without re-solicitation.
- 1.5.10 To discuss and negotiate with selected Service Provider(s) any terms and conditions in the Proposals including but not limited to financial terms; and
- 1.5.11 To enter into any agreement deemed by the City to be in the best interest of the City, with one or more of the Service Providers responding.

1.6 Expense of Submittal Preparation.

The City accepts no liability for the costs and expenses incurred by the Service Providers in responding to this RFP, in preparing responses for clarification, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for the contract approval process. Each Service

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Introduction and General Information

Provider that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that the Service Provider cannot make any claims whatsoever for reimbursement from the City for the costs and expenses associated with the procurement process.

1.7 Proposal Conditions.

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

1.7.1 RFP Not an Offer.

This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the City unless the City and the Service Provider execute a Contract. No recommendations or conclusions from this RFP process concerning the Service Provider shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

1.7.2 Right to Terminate Discussions.

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

1.7.3 Requirement for Representation as to Accuracy and Completeness of Proposal.

Each Service Provider shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: **"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."**

1.7.4 Trade Secrets/Confidentiality.

Upon receipt at the Procurement Services Division, your Proposal is considered a public record except for material which qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et. seq. After the Proposal opening, the City's Evaluation Committee, as well as other City staff and members of the general public who submit public records requests will review the Proposal.

The public disclosure of the contents of each Service Provider Proposal submitted in response to this RFP is governed by Chapter 132 and 66-152 et. seq. of the General Statutes of North Carolina. If any Proposal contains trade secret information as defined by Chapter 66-152 et. seq. of the General Statutes of North Carolina, such trade secret information should be specifically and clearly identified in accordance with this Section 1.7.4.

To properly designate material as trade secret under these circumstances, each Service Provider must take the following precautions: (a) any trade

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secrets submitted by a Service Provider should be submitted in a separate, sealed envelope marked **“Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,”** and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each Service Provider agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired by the City to assist in the selection process.

Furthermore, each Service Provider agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Service Provider has designated as a trade secret. **Any Service Provider that designates its entire Proposal as a trade secret may be disqualified.**

1.7.5 Prohibited Discrimination.

The City is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. For purposes of this section, Prohibited Discrimination means discrimination in the solicitation, selection, and/or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, Prohibited Discrimination also includes retaliating against any person, business or other entity for reporting any incident of Prohibited Discrimination. It is understood and agreed that not only is Prohibited Discrimination improper for legal and moral reasons, Prohibited Discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the City and others. As a condition of entering into any Agreement, the Service Provider shall represent, warrant and agree that it does not and will not engage in or condone Prohibited Discrimination. Without limiting any rights the City may have at law or under any other provision of any Agreement, it is understood and agreed that a violation of this provision constitutes grounds for the City to terminate any such Agreement.

1.7.6 Statutory Requirements.

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

1.7.7 Reservation of Right to Change Schedule.

The City shall ultimately determine the timing and sequence of events resulting from this RFP. The City reserves the right to delay the closing date and time for any phase if City staff believe that an extension will be in the best interest of the City.

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- 1.7.8 **Reservation of Right to Amend RFP.**
The City reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of the City. Any addenda will be posted to the Internet at www.ips.state.nc.us, bid# 269-2009-0000008. Service Providers are required to acknowledge their receipt of each addendum by using the Addenda Receipt Confirmation Form set forth in Section 9, Form Two.
- 1.7.9 **Additional Evidence of Ability.**
Service Providers shall be prepared to present additional evidence of experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to request such information at any time during the Proposal evaluation period for this RFP.
- 1.7.10 **No Collusion or Conflict of Interest.**
By responding to this RFP, the Service Provider shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Service Provider submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.
- 1.7.11 **Proposal Terms Firm and Irreversible.**
The signed Proposal shall be considered a firm offer on the part of the Service Provider. The City reserves the right to negotiate price and Services. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Service Provider chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election. Any false or misleading statements found in the Proposal will be grounds for disqualification.
- 1.7.12 **Proposal Binding for 180 Days.**
Each Proposal shall contain a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Service Provider and include their name, title, address, and telephone number. All prices quoted shall be firm and fixed for the full Contract period. The City shall have the option to accept subject to exception by Contract.
- 1.7.13 **SBO Program.**
It is the policy of the City of Charlotte in accordance with SB 1336 as approved by the NC General Assembly on August 27, 2002, that Small Business Enterprises shall have the maximum opportunity to compete for and participate in the performance of contracts issued on behalf of the City of Charlotte. The City further requires that its contractors agree to take all the necessary and responsible steps to ensure that Small Business Enterprises have the maximum opportunity to participate as subcontractors for contractors issued by City of Charlotte, Economic Development Division.

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- 1.7.14 Subcontracting.
The Service Provider given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Service Provider shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by the subcontractor. Additionally, the City must be named as a third party beneficiary in all subcontracts.
- 1.7.15 Equal Opportunity.
The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Service Providers regardless of race, color, religion, age, sex, and national origin or disability.
- 1.7.16 Use of City's Name.
No advertising, sales promotion or other materials of the Service Provider or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.
- 1.7.17 Withdrawal or Modification of Proposals.
Service Providers may change or withdraw their Proposals at any time prior to Proposal opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted Proposal, which is addressed in the same manner as the Proposal, and received by the City prior to the scheduled closing time for receipt of Proposals, will be accepted. The Proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope, which is plainly marked "**Modifications to Proposal.**"
- 1.7.18 No Bribery.
In submitting a response to this RFP, each Service Provider certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, any officer or employee of the City in connection with the Contract.
- 1.7.19 Exceptions to the RFP.
Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.

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- 1.7.20 Fair Trade Certifications.
By submission of a Proposal, the Service Provider certifies that in connection with this procurement:
- The prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with anyone;
 - Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Service Provider and will not knowingly be disclosed by the Service Provider prior to opening; and
 - No attempt has been made or will be made by the Service Provider to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
- 1.7.21 Clarification of Ambiguities.
Any Service Provider believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify the City in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim of ambiguity, inconsistency or error.
- 1.7.22 Service Provider's Obligation to Fully Inform Themselves.
Service Providers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting Proposals. Failure to do so will be at the Service Provider's own risk.
- 1.7.23 Disclaimer.
Each Service Provider must perform its own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City.
- 1.7.24 A current City of Charlotte and/or Mecklenburg County Business License is required for the successful Service Provider who either personally or through agents, solicits business within the city limits; or picks up and/or delivers goods or delivers services within the city limits. All questions regarding licensing should be directed to the Business Tax Collections Office, 704.336.6315.

Section 2

Procurement Process

2 PROCUREMENT PROCESS.

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

2.1 Schedule and Process.

The following chart shows the schedule of events to prepare the Service Provider's Proposal. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
April 22, 2009	<i>Issuance of RFP.</i> The City issues the RFP.
May 6, 2009	<i>Request for Proposals Acknowledgement.</i> Service Providers who intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the fax number listed in Section 2.2.
May 6, 2009	<i>Submission of Written Questions.</i> Service Providers are permitted to submit written questions, but only for purposes of clarifying this RFP. All submissions must be e-mailed to Barbara Scott at the address listed in Section 2.3. Questions are due by 5:00 p.m. on MAY 6, 2009.
May 13, 2009	<i>Mandatory Pre-Proposal Conference.</i>
May 28, 2009	<i>Proposal Submission.</i> Proposals are due by 2:00 p.m. on May 28, 2009 at the Procurement Services Division, 3145 South Tryon Street, Charlotte, NC 28217. All Proposals will be time-stamped upon receipt and held in a secure place until this date.

2.2 Intent to Propose.

Please acknowledge receipt of this RFP via facsimile by **May 6, 2009** using the Request for Proposals Acknowledgement Form located in Section 9, Form One. Complete the form in its entirety advising the City of your firm's intention to submit or not submit a Proposal. Fax the completed and signed form to 704.632.8250, attention Barbara Scott.

2.3 Interpretations and Addenda.

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Service Provider with the exception of questions received prior to the Pre-Proposal Conference as outlined further in this paragraph. Service Providers must request such interpretations or clarifications via e-mail from the City. Please send requests for information or clarification of this RFP to Barbara Scott at the e-mail address listed below. **When submitting questions, please reference the RFP page and topic number.** In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted no later than **5:00 p.m. on May 6, 2009.**

Barbara Scott
E-mail: bscott@ci.charlotte.nc.us

Section 2

Procurement Process

If addenda are required, the City will post the answer or information to the Internet at www.ips.state.nc.us, bid# 269-2009-0000008. It will be the responsibility of the participants to check for the website for any addenda. No separate notification of any addenda will be sent to any individuals.

The City reserves the right to disqualify any Service Provider who contacts a City or County official, employee, or agent concerning this RFP other than in accordance with this Section. Nothing in this Section shall prohibit the City from conducting discussions with Service Providers after the Proposal opening.

2.4 Pre-Proposal Conference.

A Mandatory Pre-Proposal Conference will be conducted on **May 13, 2009 at 10:00 a.m.** The meeting will be held at the Charlotte Area Transit Facility 3145 South Tryon Street in the break room of the Maintenance Building. A maximum of two representatives per company may attend the conference and tour. Please list your representatives on Form 1 found in Section 8. A tour to view the machines at this site will immediately follow the meeting. Please allow time for the tour. If you wish to view the machines at 901 North Davidson Street, please arrange to do so on May 19, 2009, at 9:00am. Please confirm your attendance with Stephen Brandon via e-mail at sbrandon@ci.charlotte.nc.us on or before but no later than close of business May 18, 2009. There will be only one tour of North Davidson, work load and limitation of time will not permit private appointments.

2.5 Submission of Proposals.

One electronic copy on a Compact Disc in MS WORD and one unbound original Proposal signed in ink by a company official authorized to make a legal and binding offer along with the corporate seal, plus **four** copies shall be submitted on or before, but no later than **May 28, 2009 at 2:00 p.m.** to:

Barbara Scott
Senior Procurement Officer
CATS Procurement Division
3145 South Tryon Street
Charlotte, NC 28217

The "original" Proposal and each of the four copies shall be complete and unabridged, and shall not refer to any other copy of the signed/sealed original for any references, clarifications, or additional information. When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. **Proposals sent by facsimile will not be accepted.**

Please do not arrive at the Cats Administration and Maintenance Facility on the Proposal due date for the purposes of reviewing your competitor's Proposals. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved.

2.6 Correction of Errors.

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

2.7 Evaluation.

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

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

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

2.8 Contract Award by City Council.

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

2.9 Term.

The City expects to establish a long-term relationship with the Service Provider in order to permit costs and fees to be distributed properly over a sufficient time period. For purposes of this RFP and the Service Provider's Proposal, assume an Initial Term of one (1) year, with the City having an option to renew for Renewal Term of two (2) additional consecutive one- (1) year terms thereafter.

Section 3

Scope of Services

GENERAL.

3.1 General Scope.

The City of Charlotte is soliciting proposals from qualified firms to provide Preventive Maintenance Services for Floor Scrubbers and TUGS for the Charlotte Area Transit System's (CATS).

3.2 Statement of Work.

The Service Provider shall provide all supervision, labor, equipment, vehicles, tools, travel expenses, insurance, transportation and materials to provide preventive maintenance and related services to meet the minimum requirements of this Request for Proposal and as recommended by the manufacturer.

The Service Provider shall systematically examine, clean, adjust, lubricate and repair all functional components as applicable. The normal Preventive Maintenance scope of work shall include safety checks, operational checks, engine compartment checks, fuel system checks, lubrication, and checking of the lube linkages, steer axle checks, drive axle checks upright front end checks and oil and oil filter change and air filter checks. Rotate tires as directed.

These services shall be performed on a schedule pre-approved by the Parts/Materials Manager. See equipment list in Section 3.3 for frequency.

Parts shall include but not be limited to: Batteries, squeegees and kits, battery meters, strobe lights, drain hoses, vacuum hoses, blades, tires, tank lids, fuel filters, air filters, choke parts and linkage, doors, brushes, belts, mirrors, handles, and grease.

After completing the preventive maintenance services, the Service Provider shall completely clean the work area and properly dispose of any waste fluids in a specific receptacle designated by the Parts/Material Manager. The Service Provider shall remove and properly dispose of any material or equipment refuse generated in connection with these activities.

The Service Provider shall record the results of repairs and maintenance performed and replacement parts used. In the course of the Preventive Maintenance activity, the Parts/Material Manager shall give written pre-approval of any parts or repairs required that are found to be in excess of two hundred and fifty and no/100 dollars (\$ 250.00). Evidence of this pre-approval shall be required for payment.

Specific tasks required and performed shall be in accordance with the original equipment manufacturers instruction, subject to final approval of the Parts/Material Manager or his authorized representative.

The Service Provider also shall be available to provide additional repairs on an as needed basis that are not related to the scheduled preventive maintenance visits.

3.3 Machines and Locations.

1. South Tryon Bus Facility, 3145 South Tryon Street, Charlotte, NC 28217; and

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Scope of Services

2. North Davidson Bus Facility; 901 North Davidson Street, Charlotte, NC 28206;

Machines (Manufacturer, Model, Location, Description and Frequency) as follows:

Manufacturer	Model	Location	Description	Frequency of PM
Six (6) American Lincoln	33HD	South Tryon Street	Walk behind Floor Scrubber	Every 60 Days
One (1) American Lincoln	7760	South Tryon Street	Riding Floor scrubber	Every 60 Days
Clarke-American	6200B	Davidson Street	Riding Floor scrubber	Every 60 Days
Advance #1	I-Max 28C	Davidson Street	Walk behind Floor Scrubber	Every 60 Days
Advance #2	I-Max 28C	Davidson Street	Walk behind Floor Scrubber	Every 60 Days
Clarke-American	510011	Davidson Street	Outside Lot Sweeper	Every 90 Days
PowerBoss	SW/7X	Davidson Street	Riding Floor scrubber	Every 60 Days
Two Eagle (2) TUGS	TT8D	(1)South Tryon (1) Davidson	Tow Tractor	Every 60 Days
Goodall Start-All*	11622	(1)South Tryon (1) Davidson	Start-All Air All Jump starter and air Compressor on TUGs	Every 60 Days
One (1) TUG		South Tryon St. Body shop	Tow Tractor	Every 60 Days

*The Start-All and Air-All PM also shall include a performance test of the Start-All units and the air compressor.

Section 4

Proposal Format

4. PROPOSAL FORMAT.

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

- a. Letter of Interest;
- b. Background and Experience as requested in Section 5;
- c. Past or Pending Judgments as requested in Section 5;
- d. Personnel Management as requested in Section 5;
- e. The "Request for Proposals Acknowledgement Form" set forth in Section 9, Form 1;
- f. The "Addenda Receipt Confirmation Form" set forth in Section 9, Form 2;
- g. The "Pricing Submittal Form" set forth in Section 9, Form 3;
- h. The "Proposal Certification Form" set forth in Section 9, Form 4;
- i. The "Preventive Maintenance Services for Floor Scrubbers and TUGS Reference Form" set forth in Section 9, Form 5; and
- j. Exceptions to the Remainder of the RFP. If there are no exceptions, please state "No Exceptions" on a single sheet of paper following the Reference Form.

All Proposals shall be 8 1/2" x 11" format with all standard text no smaller than eleven (11) points. All submissions should use one-sided copying and be bound in a **three ring binders with tab dividers** corresponding to the content requirements specified below. Please submit **one unbound original** Proposal signed in ink by a company official authorized to make a legal and binding offer along with the corporate seal, **plus four (4) copies** of your Proposal. **Proposals also must include a compact disk including the entire Proposal in WORD format.**

Service Providers are required to organize the information requested in this RFP in accordance with the format outlined. Failure of the Service Provider to organize the information required by this RFP as outlined may result in the City, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP. The Service Provider, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.

4.1 Letter of Interest.

The letter of interest may contain any other information not in the Statement of qualifications or proposal but should not exceed two (2) pages.

Each Service Provider shall make the following representations and warranty in its Proposal Letter of Interest, the falsity of which might result in rejection of its Proposal: **"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."**

Section 4

Proposal Format

- 4.2 Required Forms.
To be deemed responsive to this RFP, Service Providers must complete in detail, all Proposal Forms listed in this Section 4, items lettered e. through j.
- 4.3 Exceptions to the RFP.
An “exception” is defined as the Service Provider’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Service Provider’s solution, must be described in detail.

Section 5

Background and Experience

5. SERVICE PROVIDER'S BACKGROUND AND EXPERIENCE.

Please answer the following questions as completely as possible, placing your answer immediately after the question to which it applies. **If you wish to add supplemental information, it shall be labeled "Supplemental Information."**

5.1 Official Name.

Provide the legal name and address of the company and state of incorporation submitting the proposal. Also identify all subcontractors or joint venture partners.

5.2 Service Provider Background and Experience.

Provide a brief history and overview of your company.

1. Describe your company. When and where established; how many years have you been in business?
2. How many employees do you have at the present time? Full time; part time.
3. What is your screening, interview and selection process?
4. Does your company perform background checks, driver license checks and drug testing on all employees?
5. What type of benefits does your company provide to personnel to retain good employees?
6. Please briefly describe any contract(s) you currently have for Preventive Maintenance Services for Floor Scrubbers and TUGS that are similar in scope to those described in this RFP.
7. Is there anything else you would like for us to know when considering your proposal?

5.3 Analytical Approach. (as information; no response required)

The evaluation of financial viability of the Service Providers was developed with one primary goal in mind: to protect the City from risk of default by a selected Service Provider due to financial instability. Various analytical techniques will be used to assess the financial strength and stability of each Service Provider, focusing on profitability, solvency, and efficiency. The analysis will include an evaluation of specific financial indices and ratios in an effort to maximize objectivity and provide measures that are more directly comparable among Service Providers.

Other factors which may impact the financial position of a Service Provider, or which provide additional evidence of the financial strength of a Service Provider, will also be assessed. These factors include years of experience in providing similar Services, and demonstration of the ability to obtain sufficient levels of liability and property damage insurance.

Relevant information regarding recent litigation and bankruptcy filings, which may materially affect a Service Provider's financial position, will be examined. In

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Background and Experience

addition to credit ratings and credit reports, bank and vendor references will be used to evaluate the credit worthiness of each Service Provider.

5.4 Requests for Financial Information.

The Service Provider must have the financial information requested in this Section 5.4 readily available and have the ability to provide it to the City, **without exception**, within twenty-four (24) hours upon the City's request during the Proposal evaluation process.

DO NOT INCLUDE THE FINANCIAL INFORMATION REQUESTED IN THIS SECTION WITH YOUR PROPOSAL SUBMISSION.

If your Company does not have the audited financial statements requested, it is the responsibility of the Company to provide the City with information of sufficient quantity and with verifiable sources to ascertain that the Company is financially capable of performing the Services described in this RFP. Failure to provide adequate financial information may result in the exclusion of your Proposal from the procurement process.

Upon request, please furnish the following financial information for the proposing Service Provider(s), guarantor(s), and any sub-contractor included as having a significant role (defined as providing more than fifteen percent (15%) of the services) in providing Services to the City:

- a. Evidence that demonstrates the ability to obtain the insurance as required in Section 7.19. Such insurance should provide coverage in the stated amount for each occurrence of bodily injury and for each occurrence of property damage with coverage for products/completed operations, personal injury liability, and contractual liability;
- b. Annual audited financial reports for each of the past five (5) fiscal years, prepared in accordance with Generally Accepted Accounting Principles (GAAP), and all relevant notes;
- c. The most recent Form 10-K and Form 10-Q filed with the Securities and Exchange Commission (SEC); or, if the Service Provider is not regulated by the SEC, then the most recent quarterly financial report.
- d. Description of any material adverse changes in financial position within the past five (5) years; any material changes in the mode of conducting business; any bankruptcy proceedings, mergers, acquisitions, takeovers, joint ventures, and/or divestitures within the past five (5) years. In addition, provide a clear and definitive statement of the following:
 - years of providing similar Services by the Service Provider and/or predecessor organization;
 - Whether or not the Service Provider (and/or predecessor, guarantor or subcontractor) has declared bankruptcy within the last five (5) years;
 - Description of the financial impact of any past or pending legal proceedings and judgments, as identified in Section 5.5 that could materially affect the Service Provider's financial position or ability to provide Services to the City. This information will be reviewed and assessed in accordance with the

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information provided by the Service Provider, in the above referenced Section;

- All credit reports, credit bulletins, and any other published statements by the most recognized agencies (Standard & Poors Rating Group, Moody, Investor Services, Dun & Bradstreet, and Value Line) that have been issued or published about the entity within the past five (5) years;
- The prospectus or offering statement for the entity's latest security or equity offering;
- The company name, contact person, telephone number, and fax number of at least two (2) references from bank or institutional lenders which have extended credit to the entity in the past five (5) years; or if the entity has not applied for credit in the past five (5) years, the contact person's name, telephone number, and fax number of at least two (2) references from banks with which the entity conducts business;
- The company name, contact person, telephone number, and fax number of at least two (2) credit references from suppliers/vendors; and
- Any additional information, which the Service Provider believes, is appropriate to fully reflect the financial strength of the entity.

If your Company does not have the audited financial statements requested above, it is the responsibility of the Company to provide the City with information of sufficient quantity and with verifiable sources to ascertain that the Company is financially capable of performing the Services described in this RFP. Failure to provide adequate financial information may result in the exclusion of your Proposal from the procurement process.

Failure to provide such information is cause for rejection of the Service Provider Proposal at the sole discretion of the City. For any subcontractor providing more than fifteen percent (15%) of the Services, the City reserves the right, at its sole discretion, to reject the subcontractor if it fails to meet minimum financial requirements. In the event the City's Evaluation Committee rejects the subcontractor, the Service Provider must assume the responsibilities of the subcontractor or find a replacement satisfactory to the Evaluation Committee.

5.5 Past or Pending Judgments.

For purposes of this Section, the term "Related Entity" means any parent, subsidiary, affiliate or guarantor of the Service Provider. For all matters involving the Service Provider providing products or services to local, state or federal government, submit declarations of the current status of any past or pending criminal, civil, or administrative litigation against the Service Provider or any Related Entity. For all matters involving the Service Provider providing products or services to local, state or federal government, in addition, submit declarations of the current status of all pending criminal, civil or administrative litigation that commenced within the past five (5) years in North America, whether or not it involves local governments, against the Service Provider or Related Entity. (For the purpose of the declarations, current officer, shall be defined to include those individuals who are presently serving or who have served within the past two (2) years as an officer of the company.) Please

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Background and Experience

state whether there are any cases pending against the Service Provider, a Related Entity, officer of either, that, if adversely resolved, would pose a material risk of insolvency to either the Service Provider or Guarantor or materially affect the Service Provider's or Guarantor's ability to perform their obligations.

The respondent may choose not to submit records for matters that were resolved prior to the time that the subsidiary or affiliate became associated with the parent company, as long as that subsidiary or affiliate will not be involved in the provision of Services to the City. All records for subsidiaries or affiliates of the parent company that may be involved in the provision of Services to the City must be included.

The City reserves the right to request additional information to explain any of the above citations/violations.

5.6 Personnel Management.

- a. Describe the key individuals, along with their qualifications, professional certifications and experience that would comprise your organization's team for providing Services to CATS; and
- b. Has your organization been the subject of a dispute or strike by organized labor within the last five (5) years? Describe the circumstances and the resolution of the dispute.

5.7 References.

Provide an organization name, address, contact name, and contact telephone number for five (5) customers of comparable size and scope of service that your Company has been under contract with to provide Preventive Maintenance and Related Services during the past two (2) years. See Section 9, Form Five.

Section 6

Evaluation Criteria

6. PROPOSAL EVALUATION CRITERIA.

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

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

- a. Qualifications, Experience and Approach;
- b. Financial Qualifications;
- c. Cost Effectiveness and Value; and
- d. Acceptance of the Terms of the Contract.

A. Qualifications, Experience and Approach.

Service Providers will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the City of Charlotte.

B. Financial Qualifications.

This criterion includes an evaluation of the financial qualifications of the Service Provider. The evaluation will take into account the financial strength of the Service Provider and its ability to meet the long-term financial requirements of the Agreement.

The Internal Audit Division of the City will evaluate the Proposal responses and give an opinion to the evaluation team as to the financial strength of each Service Provider based on the financial information submitted in accordance with Section 5

C. Cost Effectiveness and Value.

Under this criterion, Proposals will be compared in terms of the most reasonable, and or most effective pricing options.

D. Acceptance of the Terms of the Contract.

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP. Regardless of exceptions taken, Service Providers shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Section 1.7.19 of this RFP.

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7. CITY CONTRACTING REQUIREMENTS.

The City will enter into an Agreement written by the City with the successful Service Provider that contains the terms and conditions set forth in this Section. Each Service Provider must state specifically in its Proposal any exceptions to the terms and conditions included in this Section, and any proposed additional terms or conditions deemed important by the Service Provider. The City will take any such exceptions and proposed additions into account during the evaluation process. Any terms and conditions that the Service Provider does not specifically object to will be incorporated into the resultant Agreement. Notwithstanding the foregoing, the City reserves the right to change the proposed contractual terms and conditions prior to or during contract negotiations if it is in the City's best interest to do so.

The terms and conditions set forth in this Section are not all inclusive. The City will propose additional terms and conditions based on the responses to this RFP and the City's analysis of the successful Service Provider's Proposal.

As used in this Section of the RFP, the term "Agreement" shall refer to the contract entered into between the City and the successful Service Provider, and the term "Company" shall refer to the successful Service Provider.

7.1 Scope of Services.

The Company shall develop a detailed Scope of Services that describes all tasks, activities, and resources associated with the performance of the Services. The Agreement will set forth the Services to be provided in detail. The Services will include those described in this RFP.

7.2 Exhibits.

Any Exhibits shall be incorporated into and made a part of the Agreement. In interpreting the Agreement and resolving any ambiguities, the main body of the Agreement will take precedence over the Exhibits.

7.3 Payment for Services.

7.3.1 Total Fees and Charges.

The Company shall invoice the City as specified in the Agreement. The City agrees to pay the Company for the Services at the rate(s) set forth in the Scope of Work, which shall remain firm for the duration of the Agreement.

7.3.2 The City will pay accurate, undisputed, properly submitted invoices within thirty-(30) days after the receipt of the Company's invoice, provided that the invoice has been submitted at the appropriate time.

7.4 Non-Exclusivity.

The Company acknowledges that it may be one of several providers of Professional Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.

7.5 Non-Appropriation of Funds.

If City Council does not appropriate the funding needed by the City to make payments under this Agreement 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 the

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Contracting Requirements

Company of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

7.6 Each Party to Bear Its Own Negotiation Costs.

Each party shall bear its own cost of negotiating this Agreement and developing the exhibits. The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date.

7.7 General Warranties.

Company represents and warrants that:

- 7.7.1 It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
- 7.7.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under the Agreement;
- 7.7.3 The execution, delivery, and performance of the Agreement have been duly authorized by Company;
- 7.7.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under the Agreement;
- 7.7.5 In connection with its obligations under the Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 7.7.6 The Company shall not violate any agreement with any third party by entering into or performing the Agreement.

7.8 Additional Representations and Warranties.

The Company represents, warrants and covenants that:

- 7.8.1 The Services shall satisfy all requirements set forth in the Agreement, including but not limited to the attached Exhibits;
- 7.8.2 All work performed by the Company and/or its subcontractors pursuant to the Agreement shall meet highest industry standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge; and
- 7.8.3 The Company has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under the Agreement by virtue of interruptions in the computer systems used by the Company;

7.9 Substitute Performance.

The parties acknowledge that time is of the essence in performing the Services, and that if the Company fails to meet any agreed upon completion dates; the City may take any of the following actions with or without terminating this

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Agreement, and in addition to and without limiting any other remedies it may have:

- 7.9.1 Employ such means as it may deem advisable and appropriate to continue operations until the matter is resolved and the Company is again able to perform its obligations under this Agreement; and
- 7.9.2 Deduct any and all expenses incurred by the City in continuing the work from any money then due or to become due the Company and, should the City's cost of continuing the operation exceed the amount due the Company, collect the amount due from the Company.

7.10 Termination of Agreement.

7.10.1 Termination Without Cause.

The City may terminate the Agreement at any time without cause by giving thirty (30) days prior written notice to the Company.

7.10.2 Termination for Default by Either Party.

By giving written notice to the other party, either party may terminate the Agreement upon the occurrence of one or more of the following events:

- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in the Agreement, provided that, unless otherwise stated in the Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- b. The other party attempts to assign, terminate or cancel the Agreement contrary to the terms hereof; or
- c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- d. Any notice of default shall identify this Section of the Agreement and shall state the party's intent to terminate the Agreement if the default is not cured within the specified period.
- e. Notwithstanding anything contained herein to the contrary, upon termination of this Agreement by the Company for default, the Company shall continue to perform the Services required by this Agreement for the lesser of: (i) six (6) months after the date the City receives the Company's written termination notice; or (ii)

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the date on which the City completes its transition to a new Service Provider.

7.10.3 Additional Grounds for Default Termination by the City.

By giving written notice to the Company, the City may also terminate the Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- a. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or
- b. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of the Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by the Agreement, or failure to provide the proof of insurance as required by the Agreement.

7.10.4 No Suspension.

In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in the Agreement, the Company agrees that it will not terminate the Agreement or suspend or limit the Services or any warranties or repossess, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

7.10.5 Cancellation of Orders and Subcontracts.

In the event this Agreement is terminated by the City for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the services performed under this Agreement to the date of termination.

7.10.6 Authority to Terminate.

The following persons are authorized to terminate this Contract on behalf of the City: (a) the City Manager, any Assistant City Manager or any designee of the City Manager; or (b) the Key Business Executive of the City Key Business Unit responsible for administering this Contract.

7.10.7 No Effect on Taxes, Fees, Charges, or Reports.

Any termination of the Agreement shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly,

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quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

7.10.8 Specific Performance and Injunctive Relief.

The Company agrees that the Services are critical to the City's operation and that monetary damages are not an adequate remedy for the Company's failure to provide Services as required by the Agreement, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further agrees that a failure by it to perform the Services in the manner required by the Agreement will entitle the City to injunctive relief.

7.10.9 Other Remedies.

Upon termination of the Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

7.11 Transition Services Upon Termination.

Upon termination or expiration of this Agreement, the Company shall cooperate with the City to assist with the orderly transfer of the Preventive Maintenance Services for Floor Scrubbers and TUGS and operations provided by the Company hereunder to another service provider or to the City as determined by the City in its sole discretion. Prior to termination or expiration of this Agreement, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to shift the support work of the Company to another provider or to the City itself as described below (the "Transition Services"). Transition Services may include but shall not be limited to the following:

Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;

Notifying all affected service providers and subcontractors of the Company;

Performing the Transition Service Plan activities;

Answering questions regarding the Services on an as-needed basis; and

Providing such other reasonable services needed to effectuate an orderly transition to a new service provider.

7.12 Audit.

During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of

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the Agreement or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

7.13 Licensing.

The Company shall provide copies of all valid licenses and certificates required for performance of the work. The copies shall be delivered to the City no later than ten (10) days after the Company receives the notice of award from the City. Current notarized copies of licenses and certificates shall be provided to the City within twenty-four (24) hours of demand at any time during the Agreement term. Licenses and certificates required for this Agreement include, by way of illustration and not limitation, the following: 1) a business license valid in North Carolina; 2) any additional licenses pertaining to or that may be required to be held by field professionals participating in the contract work.

Failure to obtain a valid Charlotte Business License within thirty (30) days of receiving Contract Award Notification will result in garnishment by the Tax Office from any payments made to the Company.

7.14 Compliance with Laws and Codes.

The Company shall ensure that the Services are in compliance with all local, state and federal laws and regulations. In performing the Services, the Company shall comply with all local, state and federal laws and regulations.

7.15 Damage Claims.

The Company shall be responsible for any damage to real or personal property arising out of an act or omission of the Company's employees, agents or subcontractors in performing the Services under this Agreement.

7.16 Relationship of the Parties.

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other. The Company shall be fully and solely responsible for its own acts and omissions and those of its employees, officers, agents and subcontractors. All personnel supplied by Company subcontractors shall be considered employees or agents of Company. The Company shall be responsible for the payment of all salaries, withholding taxes, worker's compensation, disability benefits and other compensation and related taxes for such persons.

7.17 Indemnification.

The Company shall indemnify, defend and hold harmless the City and the City's officers, employees and agents from and against any and all losses, damages,

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costs, expenses (including reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) that arise directly or indirectly from:

- 7.17.1 Any infringement of any copyright, trademark, patent, or other proprietary rights, or any misappropriation of any trade secrets, in connection with any software, documentation, services or other products supplied directly or indirectly by the Company in connection with the Agreement, or any allegation of any of the foregoing (collectively referred to as "Infringement Claims");
- 7.17.2 Any act(s) of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal;
- 7.17.3 Any acts or omissions of the Company with respect to any of the Services provided by the Company under the Agreement (or any allegations of any of the foregoing);
- 7.17.4 The City's refusal to produce any item of "Confidential Information" (as defined in the Confidentiality and Non-Disclosure Agreement) of the Company after receiving a request for such item and after being instructed by the Company not to produce it; or
- 7.17.5 Any claims by any persons or entities supplying labor or material to the Company in connection with the performance of the Company's obligations under the Agreement.

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the Services or any component thereof shall not be adversely affected by such replacement or modification. If the Company is unable to do (i) or (ii) within thirty (30) days after receiving notice of the Infringement Claim the City shall have the right to terminate all Agreement documents and receive as a pro rata refund of all amounts paid under the Agreement documents.

7.18 Subcontracting.

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

7.19 Insurance.

The Company shall obtain and maintain during the life of the Agreement, with an insurance company rated not less than A by A.M. Best, authorized to do business in the State of North Carolina the following insurance:

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7.19.1 Automobile Liability.

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

7.19.2 Commercial General Liability.

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

7.19.3 Worker's Compensation and Employers Liability.

The Company shall meet the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

The Company shall not commence any work in connection with this Agreement until it has obtained all of the foregoing types of insurance and proof of such insurance have been submitted to the Procurement Services Division and all insurance has been approved. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained, submitted and approved.

7.20 Other Insurance Requirements.

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

7.20.2 The City shall be named as an additional insured for operations or services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company operations under this agreement.

7.20.3 Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring company.

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

If any part of the work under the Agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Agreement. Nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

7.21 Notices.

Any notice, consent or other communication required or contemplated by the Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For The Company:

To be determined

For The City:

Tom Livingston
Charlotte Area Transit System
600 East Fourth Street
Charlotte, NC 28202
Telephone: 704-432.0491
E-mail: tlivingston@ci.charlotte.nc.us

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification extension, amendment, or waiver of any provision of this Agreement shall further be copied to the following (in addition to being sent to the individuals specified above).

With Copies Sent To:

John Joye
Assistant City Attorney
600 East Fourth Street
Charlotte, NC 28202
Phone: 704-432-1271
Fax: 704-353-0797
E-mail: jjoye@ci.charlotte.nc.us

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice, which is sent by telefax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective. Changes to the Project Plan may be submitted and approved by the written consent of each parties Project Manager, and are not subject to the notice requirements of this section.

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7.22 Non-Discrimination.

The City is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. For purposes of this section, *prohibited discrimination* means discrimination in the solicitation, selection, and / or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, *prohibited discrimination* also includes retaliating against any person, business or other entity for reporting any incident of prohibited discrimination. It is understood and agreed that not only is prohibited discrimination improper for legal and moral reasons, prohibited discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the City and others. As a condition of entering into the Agreement, the Company represents, warrants and agrees that it does not and will not engage in or condone prohibited discrimination. Without limiting any rights the City may have at law or under any other provision of the Agreement, it is understood and agreed that a violation of this provision constitutes grounds for the City to terminate the Agreement.

As a condition of entering into the Agreement, the Company further agrees to: (a) 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; and (b) provide to the City within sixty (60) days after completion of performance under the Agreement a Final Payment Affidavit in the form attached to the Agreement as an Exhibit. Failure to maintain or failure to provide such information constitutes grounds for the City to terminate or withhold payment under the Agreement.

7.23 Drug-Free Workplace.

The City is a drug-free workplace employer. The City Council has adopted a policy requiring City Service Providers to provide a drug-free workplace in the performance of any City contract. The Company hereby certifies that it has or it will within thirty (30) days after execution of the Agreement:

- 7.23.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 7.23.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 7.23.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;

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Contracting Requirements

- 7.23.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of a drug crime;
- 7.23.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 7.23.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the above provisions.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of the Agreement shall be grounds for suspension, termination or debarment.

7.24 Miscellaneous.

7.24.1 Entire Agreement.

This Agreement and the Agreement Documents, including all exhibits, and Attachments, all of which are hereby incorporated herein by reference, constitute the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and Proposals, written or oral.

7.24.2 Amendment.

No amendment or change to the Agreement shall be valid unless in writing and signed by both parties to the Agreement.

7.24.3 Governing Law and Jurisdiction.

The parties acknowledge that the Agreement is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte and Mecklenburg County, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under the Agreement, and that North Carolina law shall govern the interpretation and enforcement of the Agreement and any other matters relating to the Agreement (all without regard to North Carolina conflicts of law principles).

The parties further agree that any and all legal actions or proceedings relating to the Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of the Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

7.24.4 Binding Nature and Assignment.

This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations hereunder without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. The sale of a majority of the Company's assets or stock shall constitute

Section 7

Contracting Requirements

an “assignment” for purposes of this Section. Any assignment by the Service Provider approved by the City shall not relieve or excuse the Service Provider from responsibility for performance to the City in the event the assignee does not fully perform all work or other obligations of the Service Provider under the Agreement.

7.24.5 City Not Liable for Delays.

It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder.

7.24.6 Force Majeure.

Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if all of the following conditions are satisfied:

- (a) if such failure or delay:
 - (i) could not have been prevented by reasonable precaution ;(
 - (ii) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
 - (iii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.
- (b) An event which satisfies all of the conditions set forth above shall be referred to as a “Force Majeure Event”. Upon occurrence of a Force Majeure Event, the Company shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- (c) Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Agreement by written to the Company.
- (d) Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors are not excused under this

Section 7

Contracting Requirements

provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding Disaster Recovery, whether under this Agreement or at law.

- (e) Notwithstanding anything contained herein to the contrary, the City shall not be required to pay for any Products or Services that the Company fails to provide as a result of Force Majeure.

7.24.7 Force Majeure.

The following Force Majeure provisions shall apply to the Company. The Company shall not be excused from performance under this Agreement by virtue of Force Majeure events. The Company shall take precautions sufficient to ensure that Force Majeure events (including but not limited to fire, flood, earthquake, hurricane, elements of nature, strikes, labor disputes, terrorism and acts of God) do not result in any failure or delay in the performance of the Company's obligations pursuant to this Agreement. Failure to comply with this provision will constitute a default under this Agreement, and grounds for immediate termination.

7.24.8 Severability.

The invalidity of one or more of the phrases, sentences, clauses or sections contained in the Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of the Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and the Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

7.24.9 No Publicity.

No advertising sales promotion or other materials of the Company or its agents or representations may identify or reference this Agreement or the City in any manner without the prior written consent of the City.

7.24.10 Approvals.

All approvals or consents required under the Agreement must be in writing.

7.24.11 Waiver.

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

7.24.12 Survival of Provisions.

Those Sections of the Agreement and the Exhibits which by their nature would reasonably be expected to continue after the termination of the Agreement shall survive the termination of the Agreement, including but

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Contracting Requirements

not limited to all definitions and, a list of surviving Sections which will be included in the final Agreement.

7.24.13 Conflict of Interest.

The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under the Agreement.

7.24.14 No Bribery.

The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with the Agreement.

7.24.15 Change in Control.

In the event of a change in “Control” of the Company (as defined below), the City shall terminate the Agreement for default unless the City has granted prior written consent. Such consent shall not be unreasonably withheld. Any approval by the City of transfer of ownership or control shall be contingent upon the perspective controlling party becoming a signatory to the Agreement and otherwise complying with all the terms and conditions of the Agreement. The Company shall notify the City within ten (10) days after it becomes aware that a change in Control will occur. As used in the Agreement, the term “Control” shall mean the possession, direct or indirect, of either:

7.24.15.1 The ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in Company; or

7.24.15.2 The power to direct or cause the direction of the management and policies of Company whether through the ownership of voting securities, by contract or otherwise.

7.24.16 Familiarity and Compliance with Laws and Ordinances.

The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. Company further agrees that it will at all times during the term of the Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers’ compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work.

7.24.17 Taxes.

The Company shall pay all applicable federal, state and local taxes, which may be chargeable against the performance of the Services.

7.24.18 Harassment.

The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of

Section 7

Contracting Requirements

harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.

Section 8

Exhibit A

COMPANY EMPLOYEE RULES

All Service Provider employees including supervisors must abide by the following rules at all times when on City property:

- A. Company employee shall wear an identification badge at all times and uniforms shall clearly identify the person's name and the company name.
- B. Company employee shall not engage in idle or unnecessary conversation with City employees or visitors in the building and shall not loiter in any areas. Company employees shall refrain from using the telephones.
- C. Company employee shall not remove any article or material from the premises, regardless of the value or regardless of any employee's permission. This is to include the contents of or any item found in the trash containers in or around the premises. All trash will be put into dumpsters as designated by the Parts/Materials Manager.
- D. Company employees shall not be under the influence of alcohol or illegal drugs.
- E. Company employees shall refrain from using tobacco products of any type while on the premises.
- F. Be of good integrity and moral character.
- G. The Company employees immediately shall report any damages done to property to the Parts/Materials Manager.
- H. The Company employees shall refrain from belligerent behavior and/or profanity. Company employees shall abide by additional rules and regulations set forth by designated point of contact.

INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY

Successful Service Provider shall be required to provide proof of bodily injury and property damage liability as shall protect the Service Provider and any sub-contractor performing work under this contract from claims of bodily injury or property damage which arise from operation of Services described in this RFP whether such operations are performed by contractor, any sub-contractor or any one 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 operations, personal injury liability and contractual liability assumed under the indemnity provision in this RFP.

B. AUTOMOBILE LIABILITY

Successful Service Provider shall be required to provide proof of 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.

C. WORKERS COMPENSATION

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 employers and owners.

The City of Charlotte shall be named as an additional insured under the commercial general liability insurance for operations or Services rendered under this contract.

Upon award of contract, the Service Provider shall furnish to the City certificates of all required insurance. The certificates shall contain the provision that the City of Charlotte will be given 30 days written notice of any intent to amend or terminate by either the insured or the insuring company.

D. If any part of the work under this contract is sublet, the subcontractor shall be required to meet all insurance requirements set forth in this Agreement. The parties stipulate that the Service Provider will maintain each type of insurance set forth above at a coverage level equal to the amount set forth above for such type of insurance. Nothing contained herein shall relieve the Service Provider from meeting all insurance requirements or otherwise being responsible for the subcontractor.

Section 9
Required Forms – Form 1

REQUEST FOR PROPOSALS ACKNOWLEDGEMENT

The Service Provider hereby certifies receipt of the Request for Proposals for the City of Charlotte Mecklenburg County, North Carolina RFP #269-2009-0000008, Preventive Maintenance Services for Floor Scrubbers and TUGS at the Charlotte Area Transit System facilities. This form should be completed upon receipt of the City's Request for Proposals and faxed in time for the City to receive it by or before **MAY 6, 2009**. Please fax the completed Request for Proposals Acknowledgement Form to the attention of:

Barbara D. Scott
Procurement Services Division
Fax: 704-632.8250

Date: _____

Authorized Signature: _____

Title: _____

Company Name: _____

Contact Name: _____

Contact E-mail address: _____

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**

In order for us to plan for the meeting, please list the name(s) of the company representative who will attend the Pre-Proposal Conference (limited - two individuals):

Section 9
Required Forms – Form 2

ADDENDA RECEIPT CONFIRMATION

RFP # 269-2009-0000008

Preventive Maintenance Services for Floor Scrubbers and TUGS

This form, acknowledging all addenda, must also be included with your Proposal.

ADDENDUM #:

DATE ADDENDUM POSTED:

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

(Please Print Name)

Date

Authorized Signature

Title

Company Name

Section 9

Required Forms – Form 3

PRICING SUBMITTAL

Cost must be in United States dollars. It is expected that the **prices listed here will be firm for the first year of the contract(s). Any price increases beyond the first year shall be negotiated with the Service Provider.** For all Services listed to be completed as described in detail in the Scope of Services, Section 3, to be billed on a monthly basis, the following Proposal is submitted:

Preventive Maintenance visit for Floor Scrubbers and TUGS listed below; (Includes all safety checks, operational checks, engine compartment checks, fuel system checks, lubrication, check and lubricate linkages, steer axle checks, drive axle checks, upright frontend checks, oil and oil filter change oil, air filter checks and rotate tires.

Manufacturer	Model	Location	Description	Cost Per Each
American Lincoln	33 HD	South Tryon Street	Walk behind Floor Scrubber	
American Lincoln	7760	South Tryon Street	Riding Floor scrubber	
Clarke-American	6200B	Davidson Street	Riding Floor scrubber	
Advance #1	I-Max 28C	Davidson Street	Walk behind Floor Scrubber	
Advance #2	I-Max 28C	Davidson Street	Walk behind Floor Scrubber	
Clarke-American	510011	Davidson Street	Outside Lot Sweeper	
PowerBoss	SW/7X	Davidson Street	Riding Floor scrubber	
Eagle TUGS	TT8D	(1)South Tryon (1) Davidson	Tow Tractor	
Goodall Start-All	11622	(1)South Tryon (1) Davidson	Start-All, Air All Jump starter and air Compressor on TUGs	
TUG		South Tryon Body Shop	Tow Trac	

Activity

Service call not in connection with regularly scheduled PM visit:

Cost

Any services and their related cost(s), in addition to those listed above. Describe in detail; list associated cost:

Section 9
Required Forms – Form 3

(Include an additional sheet if necessary)

Submitted By:

Service Provider: _____

Signed: _____

Name: (Typed) _____

Address: _____

City/State/Zip: _____

Telephone: _____

(Area Code) Telephone Number

Cell Phone: _____

(Area Code) Telephone Number

Facsimile: _____

(Area Code) Telephone Number

Email: _____

It is understood by the Service Provider 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 reoffer this RFP.

Service Provider

Date

Authorized Signature

Please type or print name

Section 9
Required Forms – Form 4

PROPOSAL CERTIFICATION

AGREEMENT TITLE: **Preventive Maintenance Services for Floor Scrubbers and TUGS**

SERVICE PROVIDER: _____

The undersigned Service Provider hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the Service Provider 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, *prohibited discrimination* means discrimination against any person, business or other entity in contracting or purchasing practices on the basis of race, color, sex, or national origin. Without limiting the foregoing, *prohibited discrimination* also includes retaliating against any person, business or other entity for reporting any incident of prohibited 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 bid submitted by the Bidder on this project and to terminate any contract awarded based on such bid.
4. As a condition of contracting with the City, the Service Provider agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Service Provider 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 Service Provider or terminate any contract awarded on such bid.

NAME OF FIRM

BY: _____
SIGNATURE OF AUTHORIZED OFFICIAL

TITLE

ATTEST/WITNESS:

Secretary/Name of Witness

Sworn to and subscribed before me this
____ day of _____, YEAR.

Notary Public Commission expires: _____

Section 9
Required Forms Form 5

**PREVENTIVE MAINTENANCE SERVICES FOR FLOOR SCRUBBERS AND
TUGS**

REFERENCES

List up to five references that are similar in scope to this RFP. Do not list CATS as a reference. Please type or print a summary of your response below:

Reference One Company Name	
Reference One Contact Name	
Reference One Phone Number	
Reference One Fax Number	
Reference Two Company Name	
Reference Two Contact Name	
Reference Two Phone Number	
Reference Two Fax Number	
Reference Three Company Name	
Reference Three Contact Name	
Reference Three Phone Number	
Reference Three Fax Number	
Reference Four Company Name	
Reference Four Contact Name	
Reference Four Phone Number	
Reference Four Fax Number	
Reference Five Company Name	
Reference Five Contact Name	
Reference Five Phone Number	
Reference Five Fax Number	