

REQUEST FOR PROPOSALS

RENEWABLE ENERGY AND EFFICIENCY WORKFORCE (RENEW) TRAINING PROGRAM

RFP # 269-2020-045



CHARLOTTESM

**CITY OF CHARLOTTE
NORTH CAROLINA**

MAY 8, 2020

REQUEST FOR PROPOSALS
RFP # 269-2020-045
RENEW TRAINING PROGRAM

May 8, 2020

Dear Sir or Madam:

The City of Charlotte, North Carolina, is now accepting Proposals for Renewable Energy and Efficiency Workforce (**RENEW**) Training Program. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **May 22, 2020 at 2:00 p.m.** As a precautionary measure due to COVID-19 and understanding that some businesses have chosen to suspend employee travel, a [WebEx video conferencing line](#) has been set up for vendors to attend the Pre-Proposal Conference or via teleconference at 1-855-244-8681. The Meeting Access Code is 472-075-182 for both WebEx video and teleconference lines. **No onsite meeting will be held**, and Vendors should not come to the City expecting to attend in person. Please have a copy of the RFP with you at that time. All interested Companies should return a completed Request For Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in the schedule in Section 2.1 of this RFP.

An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Lynne Shelton at lynne.shelton@charlottenc.gov.

All Proposals are due to City of Charlotte Department of General Services, City Procurement, 9th Floor, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than June 1, 2020 **at 2:00 p.m.** Due to COVID-19 mandates, Companies are encouraged to utilize priority delivery with package tracking to ensure timely delivery.

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

Request for Proposals

Attention: Lynne Shelton

Name of Company Submitting Proposal

Renewable Energy and Efficiency Workforce (RENEW) Training Program

RFP # 269-2020-045

RFP questions must be directed to Lynne Shelton, Department of General Services – City Procurement, per the enclosed instructions in Section 2.3. The City is an equal opportunity purchaser.

Sincerely,

Kay Elmore
Chief Procurement Officer

cc: RFP Project Team
RFP file

Checklist for submitting a Proposal:

Step 1 – Read the document fully.

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

Steps 3 – If you have any questions send them before the deadline listed in **Section 2.3**.

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

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

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

Proposal Format - Proposals should be formatted as follows:

- Cover Letter per **Section 4.1.1**
- Proposed Solution per **Section 4.1.2**
- Section 6, Form 2, Addenda Receipt Confirmation**
- Section 6, Form 3, Proposal Submission**
- Section 6, Form 4, Pricing Worksheet**
- Section 6, Form 5, MWSBE Utilization**
- Section 6, Form 6, Company Background and Experience**
- Section 6, Form 7, References**
- Section 6, Form 8, Additional Company Questions**
- Section 6, Form 9, Environmental Purchasing Responses**
- Exceptions to any part of the RFP (If you take any exceptions to anything in this document list it in a category in your Proposal called “Exceptions” and offer an alternative solution.)

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

It is the Company’s responsibility to check www.ips.state.nc.us or the City’s [Contract Opportunities Site](#) for any addenda or changes to this Project. Search for bid # 269-2020-045 to find if any documents or changes have been posted.

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Introduction and General Information

1. INTRODUCTION.

1.1. Objective.

The objective of this RFP is to solicit Proposals that will enable the City to determine which Company and Proposed Solution will best meet the City’s needs for the delivery of the Renewable Energy and Efficiency Workforce (RENEW) Training Program.

1.2. Definitions.

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

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

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

Biodegradable: Refers to the ability of an item to be decomposed by bacteria or other living organisms.

Charlotte Business INClusion/CBI: Refers to the Charlotte Business INClusion office of the City of Charlotte.

Charlotte Business INClusion Policy/CBI Policy: Refers to the policy adopted by City Council, which seeks to enhance competition in contracting and procurement opportunities for MWSBEs located in the Charlotte Combined Statistical Area.

Charlotte Combined Statistical Area: Refers to the area consisting of the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union, and the South Carolina counties of Chester, Lancaster, and York; a criterion used by Charlotte Business INClusion to determine eligibility to participate in the program.

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

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

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

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

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

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

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

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<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Evaluation Committee:</i>	Refers to a City-appointed committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the City.
<i>Milestones:</i>	Refers to an identified deadline for the completion of specific Services and/or the Acceptance of identified Deliverables, as specified in this RFP.
<i>Minority-owned Business Enterprise/ MBE:</i>	Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one (1) or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (iii) has significant business presence in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs, and WBEs, collectively.
<i>MWSBE Goal:</i>	If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one (1) combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one (1) combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.
<i>Post-Consumer Recycled Material:</i>	Refers to material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
<i>Project:</i>	Refers to the City's need for a company to provide RENEW for the City.

Section 1

Introduction and General Information

<i>Project Plan:</i>	Refers to the detailed plan for delivery of the Services as described in Section 3, in the form accepted in writing by the City in accordance with the terms of this RFP and resultant Contract.
<i>Proposal:</i>	Refers to the proposal submitted by a Company for the Services as outlined in this RFP.
<i>Recyclability:</i>	Refers to products or materials that can be collected, separated or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
<i>Recycled Material:</i>	Refers to material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
<i>Services:</i>	Refers to the Renewable Energy and Efficiency Workforce (RENEW) Training Program requested in this RFP.
<i>Small Business Enterprise/SBE:</i>	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
<i>Subcontracting Goal:</i>	Refers to a SBE, MBE, WBE, and/or MWSBE Goal established by the City for an RFP and resulting Contract. A Subcontracting Goal has not been set for this RFP.
<i>Trade Secrets:</i>	Information of the City or any of its suppliers, contractors or licensors that: (i) derives value from being secret; and (ii) the owner has taken reasonable steps to keep confidential. See N.C. Gen. Stat. § 66-152 et seq. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
<i>Woman-owned Business Enterprise/WBE:</i>	Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one or more persons who are female; and (iii)

Introduction and General Information

has significant business presence in the Charlotte Combined Statistical Area.

Work Product: Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

1.3. Accuracy of RFP and Related Documents.

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

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

1.4. City's Rights and Options.

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

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

1.5. Expense of Submittal Preparation.

The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance

Introduction and General Information

at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

1.6. Proposal Conditions.

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

1.6.1. RFP Not an Offer.

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

1.6.2. Trade Secrets and Personal Identification Information.

Definition.

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

Instructions for Marking and Identifying Trade Secrets.

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

Availability of Proposals to City Staff and Contractors.

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

Availability of Proposals via Public Records Requests.

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

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

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

Introduction and General Information

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

1.6.3. Amendments to RFP.

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

1.6.4. Proposal Terms Firm and Irreversible.

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

1.6.5. Proposal Binding for 180 Days.

Section 6, Form 3 contains a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Company. All prices quoted shall be firm and fixed for the full Contract period. The City shall have the option to accept subject to exception by Contract.

1.6.6. Charlotte Business INCLUSION Program.

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

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

1.6.7. Subcontracting.

The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.

Introduction and General Information

- 1.6.8. **Equal Opportunity.**
The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Company regardless of race, color, religion, age, sex, and national origin or disability.
- 1.6.9. **Use of City's Name.**
No advertising, sales promotion, or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.
- 1.6.10. **Withdrawal for Modification of Proposals.**
Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date. Only formal written requests addressed in the same manner as the Proposal and received by the City prior to the Proposal due date will be accepted. The request must be in a sealed envelope that is plainly marked "**Modifications to Proposal.**" No oral modifications will be allowed. If the Company complies with this Section, after the Proposal due date, the Proposal, will be withdrawn or corrected in accordance with the written request(s).
- 1.6.11. **No Bribery.**
In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.
- 1.6.12. **Exceptions to the RFP.**
Other than exceptions that are stated in compliance with this Section and Section 4.1.4, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language included in Section 7. An "exception" is defined as the Company's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Sample Contract language included as in Section 7. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company's solution, must be described in detail.
- 1.6.13. **Fair Trade Certifications.**
By submitting a Proposal, the Company certifies that:
- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
 - Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and
 - No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

Introduction and General Information

1.6.14. Companies' Obligation to Fully Inform Themselves.
Company's or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Company's own risk.

1.6.15. Environmentally Preferable Purchasing.
The City promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring products or services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

- | | |
|-----------------------|-------------------|
| Recycled content | Recyclability |
| Reduced packaging | Energy efficiency |
| Life cycle management | |

Companies able to supply products or services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in the Proposal. Companies must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data or a formal statement signed by a senior company official.

Section 2 Procurement Process

2. PROCUREMENT PROCESS.

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

2.1. Schedule and Process.

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

DATE	EVENT
May 8, 2020	<i>Issuance of RFP.</i> The City issues this RFP.
May 15, 2020	<i>Request for Proposals Acknowledgement.</i> Companies that intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the email listed in Section 2.3.
May 15, 2020	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Companies are permitted to submit written questions for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 2.3 by 5:00 p.m.
May 22, 2020	<i>Non-Mandatory Pre-Proposal Conference</i> to be held at the location indicated in Section 2.4 at 2:00 p.m.
June 1, 2020	<i>Proposal Submission.</i> Proposals are due by 2:00 p.m. at City Procurement, CMGC 9 th Floor.
June 1 – June 30, 2020	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
July 1, 2020	<i>Services Commence.</i> Company begins providing the Services.

2.2. Intent to Propose.

Please acknowledge receipt of this RFP via email or facsimile by May 15, 2020 using the Request for Proposals Acknowledgement Form located in Section 6, Form 1. Complete the form in its entirety advising the City of your firm’s intention to submit or not submit a Proposal. Email a copy of the completed and signed form to the email address or number below. The City strongly encourages Companies to submit this form prior to the Pre-Proposal conference but Companies shall not be precluded from submitting a Proposal if they fail to submit this form.

2.3. Interpretations and Addenda.

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

Lynne Shelton
 City of Charlotte
 City Procurement
 600 East 4th Street, CMGC 9th Floor
 Charlotte, NC 28202
 RFP # 269-2020-045
 E-mail: lynne.shelton@charlottenc.gov

Section 2

Procurement Process

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 by **5:00 p.m. on May 15, 2020**.

In the case of questions not submitted by the deadline, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal deadline. When responding to Company questions or issuing addenda to the RFP, the City will post the answer or information to the Internet at <http://www.ips.state.nc.us> and the City's [Contract Opportunities Site](#), referencing solicitation # 269-2020-045. Companies are required to acknowledge their receipt of each addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 2).

2.4. Pre-Proposal Conference.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on May 22, 2020 **at 2:00 p.m.** As a precautionary measure due to COVID-19 and understanding that some businesses have chosen to suspend employee travel, a [WebEx video conferencing line](#) has been set up for vendors to attend the Pre-Proposal Conference or via teleconference at 1-855-244-8681. The Meeting Access Code is 472-075-182 for both WebEx video and teleconference lines. **No onsite meeting will be held.**

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

2.5. Submission of Proposals.

Proposals must be in the format specified in Section 4 of this RFP. One (1) electronic copy on a flash drive in a searchable format such as MS Word or Adobe Acrobat and one (1) original Proposal signed in ink by a company official authorized to make a legal and binding offer, shall be submitted to the address listed in Section 2.3 above by **June 1, 2020 on or before but no later than 2:00 p.m.** The original Proposal shall be complete and unabridged and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information.

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

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

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

2.6. Correction of Errors.

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to

Section 2

Procurement Process

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

The City may in its discretion require one (1) or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

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

2.8. Reserved.

2.9. Vendor Inclusion.

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

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

<https://charlottenc.gov/DoingBusiness/Pages/vendors.aspx>

3. SCOPE OF RENEW TRAINING PROGRAM.

3.1. Program Overview.

The Renewable Energy and Efficiency Workforce (“RENEW”) Training Program is a critical component of a larger effort the City of Charlotte has undertaken to address climate change. In December 2018, Charlotte City Council unanimously adopted the [Strategic Energy Action Plan](#) (“SEAP”). This plan sets the goal for Charlotte to become a low carbon city by 2050. Workforce Development and Equity is a key pillar in the plan. RENEW will train Charlotte residents to enter the growing green economy workforce in Charlotte and prepare them for advancement within that industry.

Charlotte is one of 25 cities to win a grant from Bloomberg Philanthropies as part of the [American Cities Climate Challenge](#) (“ACCC”). This initiative aims to significantly deepen and accelerate Charlotte's efforts to tackle climate change and promote a sustainable future for our residents. Workforce development for careers in the green economy is one of the commitments Charlotte has made to fulfill its ACCC goals. RENEW will help us meet this goal.

RENEW will also address identified labor market shortages in the renewable energy and energy efficiency industry and increase employment opportunities among individuals with multiple barriers to employment.

Key program objectives are for participants to complete an industry certified training course as well as a work-based learning experience and be placed into training-related career paths including full-time employment, pre-apprenticeships, and apprenticeships. Ideal participants are those in the Charlotte community who have difficulty finding and sustaining employment. The program approach is founded on best practices, modeled around changing behavior patterns to support long-term employment, and economic mobility with the eventual goal of attaining family sustaining employment that includes a living wage, employer benefits, and skills development opportunities tied to increased earnings.

Participants will have access to state-of-the-art career centers and services such as mentoring, coaching, and intensive case management during training, work-based learning, and post training job placement. Support for participants will also include assistance with the development of cover letters and resumes, as well as interview skills, and computer and financial literacy. These services have been provided in one-on-one and group settings but RENEW Training Program. aims to provide each participant with personalized attention during their tenure in the program.

3.2. Renew Training Program

3.2.1. Curriculum Focus Areas.

The RENEW Training Program will provide training for careers in commercial and residential energy, including renewable energy and energy efficiency.

Occupational skills to be covered include:

- Basic heating, ventilation, and air conditioning (“HVAC”) training, with an emphasis on energy efficiency and building automation systems.
- Basic electrical training that can lead to job placement in facility management, electrical trade work, solar/photovoltaic panel installation and maintenance, and/or electric vehicle maintenance and charging infrastructure careers.
- General energy management accounting concepts including, but not limited to:
 - Energy use intensity;

- Energy bills;
 - Enthalpy;
 - Power Factor;
 - EPA EnergyStar;
 - Degree day calculations; and
 - Rate structures.
- General facilities management trade skills should be a component of any workforce training program design proposed.

3.2.2. Training Service Expectations.

The City of Charlotte may select multiple providers from this solicitation. The intent is a collaborative experience where selected Companies work together to deliver the best experience for trainees. Occupational skills training will be expected to lead to industry-based certifications and supplemented by a 6-week work-based learning experience with select local employers. This holistic training experience is expected to yield competitive skill sets that are attractive to potential employers and lead to entry level positions on a renewable energy or energy efficiency career pathway.

The Clean Energy & Energy Efficiency-Focused Training Program Examples Attachment in the Sample Contract provides three (3) examples of similar clean energy & energy efficiency-focused training programs that have been used throughout the country. They are meant to be examples and are not required as part of the proposed program designs:

At a minimum, Services must also include quality personalized career counseling, supportive services, and case management as part of the program design. The Company shall also perform the following functions:

- Provide occupational training that leads to industry-based certifications
- Graduate at least 80% of those enrolled
- Job placement of at least 70% of those that graduate by contract end date
- Job placement with an average participant wage of \$15 per hour;
- 60% of those placed in jobs must be retained for a minimum of 180 days from job placement (six (6) months);
- Intensive career counseling (to be defined as a low participant to counselor ratio with the provision of supportive services for transportation, childcare, emergencies, etc.) and guidance on navigating life's day to day challenges that could hinder graduation from the program, job placement and/or retention;
- Core and life skills including but not limited to:
 - Computer and mobile device proficiency
 - Financial literacy; including the establishment of checking and savings accounts
 - Customer Service

While Companies have flexibility in determining how they would embed financial literacy modules and curricula into their program designs, it is encouraged that the following resources be consulted and considered as it relates to financial literacy program delivery:

- <https://www.wellsfargo.com/financial-education/basic-finances/>
- www.fdic.gov (Money Smart – A Financial Education Program)

The following resource can be consulted as it relates to computer literacy program delivery:

- www.BiblioOttawaLibrary.ca/infonet (Computer Training Curriculum for Older Adults)

3.3. Work-Based Learning Experience.

The City of Charlotte will take the lead in identifying local employers who can commit to providing a work-based learning component to the RENEW Training Program. Companies are encouraged to present opportunities for partnership in their response. The components of this work-based learning experience will include:

- Alignment of classroom and workplace learning
- Application of academic, technical, and employability skills in a work setting
- Support from classroom and workplace mentors

It is the City’s preference that the work-based learning experience participants be paid a wage of \$15/hr. Companies should include these pricing estimates in their responses. Estimates should be based on a six-week engagement of 20 hours per week.

Companies selected from this RFP solicitation will be expected to closely monitor participants throughout the duration of the work-based learning experience. This will include regular check-ins with the local employer and tailored coaching for participants. Upon completion of the work-based learning experience, Companies will begin providing job placement assistance as needed.

3.4. Corporate Advisory Council.

A unique aspect of this program is the inclusion of a Corporate Advisory Council (“CAC”). City staff are responsible for assembling the CAC and coordinating their involvement with the RENEW Training Program. The CAC is comprised of Charlotte-area businesses that employ individuals with the program focus area. The CAC helps to make the RENEW Training Program business-driven by providing employers the opportunity partner with the selected Companies on curriculum and career pathway development. Additionally, CAC employers will participate in work-based learning experiences, and potentially hire program participants.

The CAC meets 4 to 6 times per year, with the City facilitating interactions between the CAC and the RENEW Training Program training Companies to enable strategic exchanges of challenges, successes, and ideas that ultimately strengthen the quality and skills of the RENEW Training Program graduates.

3.5. Participant Eligibility Requirements.

Participants must meet all program eligibility requirements, including:

- Be 18 years of age or over;
- Be a resident of the City of Charlotte;
- Be eligible to work in the United States by the time of program completion/graduation;
- Meet the physical requirements of the training program (participants requirements will be notified of specific requirements at the time of program intake); and

Section 3

Scope of Services

- Meet the Median Family Income Guidelines as defined by the U.S. Department of Housing and Urban Development (“HUD”).

While not required, it is encouraged that participants have a valid driver’s license by the time of program completion/graduation.

3.6. **Company and Program Delivery Expectations**

The Services described above are consistent with the City’s objectives related to economic mobility and equitable economic development. The Company shall serve participants over a twelve (12) month period. The occupational skills training curriculum should not exceed thirteen (13) weeks or 90 days. The work-based learning experience should not exceed 6 weeks or 45 days. The time frame for Service delivery may be similar to the following (case management, career counseling, and supportive services provision should take place over the course of Service delivery):

After intake and enrollment:

- Occupational Skills Training - (90 days)
- Work-Based Learning Placement and Support (90 – 120 days)
- Job Placement Assistance – (120 – 180 days)
- Job Retention Assistance (180 days after placement)
- Data-Collection and Reporting (ongoing)

The Company will be expected to participate with City staff in community outreach and awareness events and be an active participant with the CAC. The Company will also be expected to participate in information sharing sessions with other companies as part of provider meetings hosted by the City and will be expected to coordinate with City staff on job development and employer engagement to ensure that outreach to employers is well coordinated.

The Company shall submit monthly programmatic and budget reports that show both quantitative and qualitative program results. Information should include:

- Names of participants served during the reporting period and cumulatively;
- Full street and e-mail addresses of participants (participants that enter the program without an e-mail address should receive one as part of core skills development and computer literacy training);
- Demographic information including age and gender;
- Whether the participant was employed upon program entry and current earnings/compensation;
- Place of employment upon program entry;
- Whether the participant graduated;
- Job or training placement as a result of or in connection with program participation;
- Initial earnings/compensation post program completion;
- Job retention as a direct result or in connection with the program of 6 months or more (if applicable);
- Earnings/compensation 6-months after placement;

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Scope of Services

- Participation in computer training; and
- Participation in financial literacy workshops.

The Company shall also maintain case files on each participant that contain documentation of program eligibility, as well as descriptive information that details successes, challenges and progress that the participant is making toward graduating from occupational skills training, obtaining credentials and securing employment. Files should include information about specific barriers to employment, including but not limited to:

- Mental health and substance abuse issues;
- Whether the person has been justice-involved (may include those that have been incarcerated, on supervised probation, or other);
- Homelessness;
- Lack of transportation;
- Lack of childcare; and
- Emergency assistance needs (rent, utilities, health, etc.).

Section 4

Proposal Content and Format

4. PROPOSAL CONTENT AND FORMAT.

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

- A. Cover letter;
- B. Proposed Solution;
- C. The "Addenda Receipt Confirmation" set forth in Section 6, Form 2;
- D. The "Proposal Submission" set forth in Section 6, Form 3;
- E. The "Pricing Worksheet" set forth in Section 6, Form 4;
- F. The "MWSBE Utilization" form set forth in Section 6, Form 5;
- G. The "Company's Background Response" form set forth in Section 6, Form 6;
- H. The "References" set forth in Section 6, Form 7;
- I. The "Additional Company Questions" set forth in Section 6, Form 8;
- J. The "Environmental Purchasing Responses" set forth in Section 6, Form 9; and
- K. Exceptions to the Remainder of the RFP, including the Sample Contract in Section 7.

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

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

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

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

4.1. Proposal Content.

4.1.1. Cover Letter.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers of the Company along with the name, title, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services.

Section 4

Proposal Content and Format

- 4.1.2. Proposed Solution.
Given the purpose of this Project and the City's goals as stated in this RFP, provide a creative solution to meet such goals. **For each component of the Project described in Section 3, state whether and how your Proposed Solution complies as well as any additional information requested.** If you wish to add supplemental information, it shall be labeled "Supplemental Information."
- 4.1.3. Required Forms.
To be deemed responsive to this RFP, Companies must complete, in detail, all Proposal Forms listed in this Section 4, items numbered C through J.
- 4.1.4. Exceptions to the RFP.
Exceptions must be submitted in accordance with Section 1.6.12 of this RFP. If exceptions are not identified in your Proposal, they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample Contract prior to signature, reviews must be completed before your Proposal is submitted.
- The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in Section 7 ("Sample Terms"). The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City's evaluation criteria.
- Accordingly, each Company must state specifically in its Proposal any exceptions to the Sample Terms, or any such exceptions will be waived. Any Company-proposed additional terms or conditions must also be included in the Proposal, and the City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company's Proposal and be grounds for revoking the award.
- Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City's best interest to do so.

Section 5 Evaluation Criteria

5. PROPOSAL EVALUATION CRITERIA.

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

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

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

5.1. Qualifications and Experience.

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

5.2. Project Approach / Proposed Solution.

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

5.3. Cost Effectiveness and Value.

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

5.4. Acceptance of the Terms of the Contract.

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided in Section 7. Regardless of exceptions taken, Company’s shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 1.6.12 and 4.1.4 of this RFP.

5.5. Environmental Purchasing Requirements.

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

Product or Service	Examples	Environmental Attributes
Electronics	Computers, phones, radios, printers, televisions, multifunction machines	Energy efficiency, lifecycle management
Paper	Copy paper, notepads, envelopes, business cards	Recycled content

Section 5 Evaluation Criteria

Office Supplies	Toner cartridges, pens, pencils, tape, folders, binders	Recycled content, recyclability, end of life management
Furniture	Desks, chairs, tables, bookshelves	Recycled content, recyclability, end of life management
Cleaning Supplies and Services	Janitorial paper products, soap, cleaning solutions	Reduced toxicity, recycled content
Records Management	Digital storage, recycling shredded paper, paper use reduction	Paper use reduction, secure record recycling

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

REQUIRED FORM 1 – REQUEST FOR PROPOSALS ACKNOWLEDGEMENT

RFP # 269-2020-045

RENEW TRAINING PROGRAM TRAINING PROGRAMS

The Company hereby certifies receipt of the Request for Proposals for the City of Charlotte, North Carolina RFP #269-2020-045, RENEW Training Program This form should be completed upon receipt of the City's Request for Proposals and emailed in time for the City to receive it by or before **May 15, 2020**. Failure to submit this form by the designated date shall not preclude the Company from submitting a proposal. Please email the completed Request for Proposals Acknowledgement Form to the attention of:

Lynne Shelton
Department of General Services – City Procurement
Email: lynne.shelton@charlottenc.gov

Date: _____

Authorized Signature: _____

Title: _____

Company Name: _____

Contact Name: _____

Contact E-mail Address: _____

Contact Phone Number: _____

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

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

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

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

Reason: _____

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

Reason: _____

Section 6
Required Forms

REQUIRED FORM 2 – ADDENDA RECEIPT CONFIRMATION

RFP # 269-2020-045

RENEW TRAINING PROGRAM

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

ADDENDUM #:

**DATE ADDENDUM
DOWNLOADED FROM NC IPS:**

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

(Please Print Name)

Date

Authorized Signature

Title

Company Name

REQUIRED FORM 3 – PROPOSAL SUBMISSION FORM

RFP # 269-2020-045

RENEW TRAINING PROGRAM

This Proposal is submitted by:

Company Name: _____

Representative (printed): _____

Address: _____

City/State/Zip: _____

Email address: _____

Telephone: _____

(Area Code) Telephone Number

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

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

Section 6 Required Forms

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

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

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

Not include any exceptions to the Sample Contract.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("PII") as detailed in Section 1.6.X. I understand that the City is legally obligated to provide my Proposal documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

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

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

Representative (signed): _____

Section 6
Required Forms

REQUIRED FORM 4 – PRICING WORKSHEET

RFP # 269-2020-045

RENEW TRAINING PROGRAM

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

For purposes of this RFP, assume a contract term of 12 Months.

TRAINING PROGRAM PRICING SHEET		
Line Items	Total Item Budget	Cost Per Participant
Program Manager		
Course Instructor(s)		
Course Supplies/Materials		
Certification(s)		
Case Management		
Intake Specialist		
Supportive Services		
Program Marketing		
Work-Based Learning Experience		
Employment Placement Assistance		
TOTAL PROGRAM BUDGET		



REQUIRED FORM 5 – M/W/SBE UTILIZATION

RFP # 269-2020-045

RENEW TRAINING PROGRAM

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

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

Failure to submit this form shall deem a Proposal non-responsive.

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

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

MBE WBE SBE None of the above

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

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

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

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

[Form continues on next page]

Section 6 Required Forms

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

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

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

Representative (signed): _____

Date

Representative Name

Estimated Total Contract Value

Section 6
Required Forms

REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE

RFP # 269-2020-045

RENEW TRAINING PROGRAM

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

Question	Response
Company’s legal name	
Company Location (indicate corporate headquarters and location that will be providing the Services).	
How many years has your company been in business? How long has your company been providing the Services as described in Section 3?	
How many public sector (cities or counties) clients does your company have? How many are using the Services? Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization).	
List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	
List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.	
Provide an overview and history of your company.	
If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.	
Identify the percentage of revenue used for research and/or development by the proposing company or division.	
Identify any certifications held by your company if you are implementing or reselling another company's products or services. Include how long the partnership or certification has been effect.	
Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.	
Describe the ownership structure of your company, including any significant or controlling equity holders.	

Section 6 Required Forms

<p>Provide a management organization chart of your company's overall organization, including director and officer positions and names and the reporting structure.</p>	
<p>Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company's team for providing the Services.</p>	
<p>If the Proposal will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, please describe the relationship, to include the form of partnership, each team member's role, and the experience each company will bring to the relationship that qualifies it to fulfill its role. Provide descriptions and references for the projects on which team members have previously collaborated.</p>	
<p>Explain how your organization ensures that personnel performing the Services are qualified and proficient.</p>	
<p>Provide information regarding the level of staffing at your organization's facilities that will be providing the Services, as well as the level of staffing at subcontractors' facilities, if known or applicable.</p>	
<p>If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.</p>	
<p>Describe your security procedures to include physical plant, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third-party security audits in the last five (5) years.</p>	

REQUIRED FORM 7 – REFERENCES

RFP # 269-2020-045

RENEW TRAINING PROGRAM

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

REFERENCE 1:

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

Address: _____

Primary Contact: _____ **Title:** _____

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

Service Dates: _____

Summary & Scope of Programs/Services: _____

Contract Value: \$ _____ **Number of Program Participants:** _____

**Section 6
Required Forms**

REFERENCE 2:

Name of Client: _____ Main Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Contact Phone: _____ Contact E-mail: _____

Service Dates: _____

Summary & Scope of Programs/Services: _____

Contract Value: \$ _____ Number of Program Participants: _____

REFERENCE 3:

Name of Client: _____ Main Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Contact Phone: _____ Contact E-mail: _____

Service Dates: _____

Summary & Scope of Programs/Services: _____

Contract Value: \$ _____ Number of Program Participants: _____

**Section 6
Required Forms**

REFERENCE 4:

Name of Client: _____ Main Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Contact Phone: _____ Contact E-mail: _____

Service Dates: _____

Summary & Scope of Programs/Services: _____

Contract Value: \$ _____ Number of Program Participants: _____

REFERENCE 5:

Name of Client: _____ Main Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Contact Phone: _____ Contact E-mail: _____

Service Dates: _____

Summary & Scope of Programs/Services: _____

Contract Value: \$ _____ Number of Program Participants: _____

REQUIRED FORM 8 – ADDITIONAL COMPANY QUESTIONS

RFP # 269-2020-045

RENEW TRAINING PROGRAM

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

RENEW Training Program Execution Questions:

1. Provide a detailed overview of the proposed training solution including:
 - a. What curriculum is used and who are the instructors?
 - b. What materials are used to deliver the curriculum and through what methods (classroom, online-training, etc.)?
 - c. Describe the hands-on training elements embedded within the curriculum?
 - d. What certifications are obtained by participants at the completion of the curriculum?
 - e. What is the duration of training?
 - f. What is the proposed number of participants served?
2. Describe your approach to outreach, intake, and enrollment by providing an example of a typical intake and enrollment process for a job seeker, including:
 - a. How will you work with the City and other Charlotte-based organizations to promote and recruit students to the program? How will you ensure recruitment reaches all parts of the City?
 - b. How will you determine program eligibility (Charlotte residency & proof of low income)?
 - c. What will be the coaching approach? How will participants remain engaged and continue to move toward goals of graduation, successful job placement and job retention?
 - d. What will be the attendance requirements?
 - e. What will be the case management/participant ratio? How will these services be provided?
 - f. What will be the approach for delivery of supportive services? How will you ensure that the right services are offered?
 - g. What controls will be in place to guard against fraud or misuse of benefits?
 - h. What will be the approach to providing core/life skills? How will the delivery of these services be timed in relation to the delivery of occupational skills training?
 - i. Describe how financial literacy instruction will be implemented in the program design (see potential resources in Section 3).
 - If an outside entity will be used to provide this instruction, how will services be seamlessly delivered to participants?
 - j. Describe how computer literacy instruction will be implemented in the program design (see potential resources in Section 3).
 - If an outside entity will be used to provide this instruction, how will services be seamlessly delivered to participants?
3. Describe your strategy for fulfilling the work-based learning component of the program, including:
 - a. How will you perform participant/employer matching?
 - b. What will your process be for checking-in with the employer and participant on progress and other feedback related to the work-based learning experience?

Section 6

Required Forms

- c. How will you engage with the employer to align classroom training with work-based learning objectives?
4. Describe the strategy for employer engagement and job placement, including:
 - a. Provide your job placement and retention rates for past participants in your training program.
 - b. How will retention services be provided after participants have been placed?
 - c. What are the strategies for continued participant engagement with your career counseling efforts?
5. List the Charlotte-area services you will leverage to aid in program delivery and ensure program funds from the City are used most efficiently to fulfill the desired scope and outcomes. Describe what service each will contribute to your overall proposed solution.
6. Describe the accessibility and adequacy of your facilities (and those of any partners that are part of your proposal) to deliver the technical training needed for the RENEW Training Program.
7. What resources will you provide for prospective participants without reliable transportation to and from class and work-based learning experience?
8. How will you mitigate challenges faced by participants that may prevent them from completing this training program?
9. Other costs (program administration, events, guest speakers, etc.)

Section 6
Required Forms

REQUIRED FORM 9 – ENVIRONMENTAL PURCHASING RESPONSES

RFP # 269-2020-045

RENEW TRAINING PROGRAM

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

Question	Response
<u>Recycled Content.</u> Products must contain a certain percentage of recycled content. Please include the amount of recycled content, both pre- and post-consumer, included in your product.	
<u>Recyclability.</u> Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.	
<u>Energy Consumption.</u> Please include the total amount of energy consumed for product or service manufacture, use and disposal. Different sources of energy are associated with different environmental impacts.	
<u>Reduced Packaging.</u> Please include any efforts made to reduce the packaging of the products included in this proposal.	

7. SAMPLE CONTRACT.

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

{---Contract Title---}

Effective Date: {---Effective Date---}	City Vendor#: {---Vendor Number---}
Between the City of Charlotte ("City") and {---Vendor Legal Name---}, ("{---Vendor Reference Name---}")	
This cover sheet (" Cover Sheet ") and each of the attachments listed below (" Attachments ") together comprise a {---Contract Title---} (the " Contract ") entered into as of the Effective Date , between {---Vendor Legal Name---} a {---Vendor State of Incorporation---} {---Vendor Entity Type---} registered to do business in North Carolina and the City of Charlotte, a North Carolina municipal corporation:	
Service Terms General Conditions Price Schedule Scope of Services	Confidentiality Terms CBI Forms Clean Energy & Energy Efficiency-Focused Training Program Examples
Term: This Contract will start on the Effective Date and continue for a period of one (1) year.	
<p>Services. {---Vendor Reference Name---} agrees to perform the services described in the Attachments ("Services") under the terms and conditions set forth in this Contract.</p> <p>Compensation. The City will pay for the Services at the rates set forth in the Price Schedule. These rates shall remain firm for the duration of this Contract, unless otherwise stated in the Price Schedule.</p> <p>Payment Cap: Notwithstanding any renewal, the City's payment obligations under this Contract shall not exceed: {---Payment Cap---} (the "Payment Cap") absent a written amendment executed by the City.</p> <p>Capitalized terms used in this Contract have the meanings assigned in this Contract</p>	<p>Email invoices to: cocap@charlottenc.gov</p> <p>-or-</p> <p>Mail invoices to the following:</p> <p>City of Charlotte A/P Attn: P.O. Box 37979 Charlotte, NC 28237-7979</p> <p>Each invoice shall include the <u>purchase order number and Contract Number</u> and shall be accompanied by a sales tax statement <u>or</u> shall have the sales tax amount shown clearly, along with the invoice total, on the face of the invoice.</p>
<p>City Business Contact</p> <p>{---City Admin First Name---} {---City Admin Last Name---}</p> <p>{---City Department---}</p> <p>{---City Main Contact Address---}</p> <p>{---City Admin City---}, {---City Admin State/---} {---City Admin Zip Code---}</p> <p>Phone: {---City Admin Office Phone---}</p> <p>Email: {---City Admin Email Address---}</p>	<p>Vendor Business Contact</p> <p>{---Vendor Primary Contact Name---}</p> <p>{---Vendor Legal Name---}</p> <p>{---Vendor Street1---} {---Vendor Street2---}</p> <p>{---Vendor City---}, {---Vendor State/Province---} {---Vendor Postal Code---}</p> <p>Phone: {---Vendor Phone---}</p> <p>Email: {---Vendor E-mail---}</p>
By signing below, the parties accept and agree to the terms set forth in this Contract.	
<p>{---Vendor Legal Name---}</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____ Date: _____</p>	<p style="text-align: center;">City of Charlotte</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____ Date: _____</p>
RESERVED	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

SERVICE TERMS

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

1. **Services.** {---Vendor Reference Name---} agrees to perform the services described in the Scope of Services Attachment (the “Services”). Additional Scope of Services Attachments may be added to this Contract by a written amendment, and once added shall become part of the “Services.”
2. **Expenses**
{---Vendor Reference Name---} shall not be entitled to charge the City for any travel, mileage, meals, materials, or other costs or expenses associated with this Contract.
3. **Premium Rates.** Unless explicitly listed in the Price Schedule, {---Vendor Reference Name---} will not charge the City at overtime, emergency, or other premium rates, regardless of the number of hours worked in a given day or week.
4. **Billing Records.** During the term of this Contract and for three (3) years after it terminates, {---Vendor Reference Name---} will keep documentation sufficient to verify the amounts billed to the City. The City has the right to audit {---Vendor Reference Name---}'s time cards, invoices, reports and other documents relating to amounts charged under this Contract, and will not be required to pay for: (a) any time billed that was excessive in light of the result achieved, or (b) any Services that did not meet the standards and requirements referenced in this Contract. {---Vendor Reference Name---} agrees to make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday, within ten (10) days after the City requests them. The City shall pay its own expenses relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
5. **Employment Taxes and Employee Benefits.** {---Vendor Reference Name---} acknowledges and agrees that {---Vendor Reference Name---}'s employees and subcontractors are not employees of the City. {---Vendor Reference Name---} represents, warrants, and covenants that {---Vendor Reference Name---} will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation, and other payments and deductions that are required by law relating to provision of the Services. {---Vendor Reference Name---} shall indemnify, defend, and hold harmless the City and the City' officials, employees and agents from and against any and all claims, losses, damages, fines, penalties, obligations, liabilities and expenses, including but not limited to reasonable attorneys' fees arising from {---Vendor Reference Name---} any claim that an individual performing the Service is an employee of the City.
6. **City Ownership of Work Product.** The City will have exclusive ownership of all reports, documents, designs, ideas, materials, concepts, plans, creative works, software, data, programming code and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the “Intellectual Property”). {---Vendor Reference Name---} hereby assign and transfers all rights in the Intellectual Property to the City. {---Vendor Reference Name---} further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain, and enforce the City's rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. {---Vendor Reference Name---} hereby appoints the City as attorney in fact to execute all such assignments and instruments and agrees that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.
7. **License to Use Intellectual Property.** The City grants {---Vendor Reference Name---} a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. {---Vendor Reference Name---} may not to use the Intellectual Property for other purposes without the City's prior written consent, and {---Vendor Reference Name---} agrees to treat the Intellectual Property and all City data with the same level of protection that {---Vendor Reference Name---} afford {---Vendor Reference Name---}'s own trade secrets and intellectual property.
8. **Contract Data.** The City shall have exclusive ownership of the following (collectively referred to as “Contract Data”): (a) all data produced or generated under this Contract for the benefit of the City or its customers; and (b) all data provided by, accessed through, or processed for the City under this Contract. {---Vendor Reference Name---} will promptly provide the Contract Data to the City in machine readable format upon the City's request at any time while this Contract is in effect or within three years after this Contract terminates.
9. **Company Will Not Sell or Disclose Contract Data.** {---Vendor Reference Name---} will treat Contract Data as Confidential Information under this Contract. {---Vendor Reference Name---} will not reproduce, copy, duplicate, disclose, or use the Contract Data in any manner except as authorized by the City in writing or expressly permitted by this Contract.
10. **Supporting Data.** If {---Vendor Reference Name---} will be providing work product under this Contract that is based on an analysis of data {---Vendor Reference Name---} will provide the City with all data supporting {---Vendor Reference Name---}'s analysis (“Supporting Data”) in a machine-readable format, together with a written description of the methods of analysis. Excluding Confidential Information of {---Vendor Reference Name---} (as defined in this Contract), the City shall

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be permitted to reproduce, copy, duplicate, disclose, or use the Supporting Data for any purpose, and it shall be treated as a public record under North Carolina law.

- 11. City Resources.** The City is not required to provide any information, personnel, facilities, or other resources aside from what is specifically required in the Scope of Service unless the City can do so at no cost. When this Attachment requires the City to provide a resource, {---Vendor Reference Name---} shall request it in writing in a timely manner. If {---Vendor Reference Name---} will be delayed in performing due to any failure by the City to provide a resource required by this Contract, {---Vendor Reference Name---} shall promptly notify in writing both the City Business Contact and Official Notice Recipients identified in the General Conditions. Failure or delay by the City to provide required resources will not excuse {---Vendor Reference Name---} from any failure or delay in performance unless {---Vendor Reference Name---} has followed these steps. The duration of any excused delay will be limited to the time period after {---Vendor Reference Name---} has followed these steps.
- 12. Compensation for Termination Without Cause.** If the City terminates this Contract without cause, the City shall pay {---Vendor Reference Name---} for Services rendered through the date of termination at the rates set forth in the Price Schedule. The City's obligation to make such payments is conditioned upon {---Vendor Reference Name---} having complied with the Section of General Conditions captioned "Obligations On Termination," and is subject to the City's right to inspect billing records and dispute any charges as provided under this Attachment.
- 13. Removal and Replacement of Personnel.** "Key Personnel" are the individuals listed as such on the Scope of Service, and any other individuals whom the City reasonably deems integral to successful performance of the Services. Absent the City's written approval, {---Vendor Reference Name---} will not: (i) remove Key Personnel from performance of this Contract or permit {---Vendor Reference Name---}'s subcontractors to remove Key Personnel from performance of this Contract; or (ii) materially reduce or allow {---Vendor Reference Name---}'s subcontractors to materially reduce the involvement of Key Personnel in performing this Contract. The City will have the right to interview and approve Key Personnel, and also to require the removal and replacement of Key Personnel if the City has reasonable grounds to believe that the individual is not suitable for the assignment, including without limitation insufficient experience, inadequate qualifications, lack of necessary skills, improper conduct, background check results, or other grounds. Upon receipt of a request for rejection, removal, or replacement of an individual, {---Vendor Reference Name---} will promptly comply with the request and provide the City with the requisite background materials for a proposed alternate or successor. If {---Vendor Reference Name---} does not believe the City has reasonable grounds for making the request, {---Vendor Reference Name---} will notify the City in writing and the City will have the right to exercise its termination rights under the Contract, or to suspend the Contract and any payments due until such matter is resolved.
- 14. Regeneration of Lost or Damaged Data.** If {---Vendor Reference Name---} loses or damages any data in the City's possession, {---Vendor Reference Name---} will, at {---Vendor Reference Name---}'s own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at {---Vendor Reference Name---}'s own expense, a new machine-readable copy of lost or damaged data from the City's data sources.
- 15. City Materials and Data Treated as Confidential.** {---Vendor Reference Name---} will treat as confidential information all data and materials provided by or processed for the City in connection with this Contract. {---Vendor Reference Name---} will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Contract.
- 16. Background Checks.**

 - 16.1. BACKGROUND CHECKS REQUIRED PRIOR TO WORK.** Prior to starting work under this Contract, {---Vendor Reference Name---} will conduct a background check on each {---Vendor Reference Name---} employee assigned to work under this Contract, and will require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a reference check.
 - 16.2. NEW CHECKS REQUIRED EACH YEAR AND PRIOR TO NEW PROJECTS.** After starting work under this Contract, {---Vendor Reference Name---} will, on an annual basis, perform a Background Check for each {---Vendor Reference Name---} employee assigned to work under this Contract during that year, and will require its subcontractors (if any) to do the same for each of their employees. If {---Vendor Reference Name---} undertakes a new project under this Contract, then prior to commencing performance of the project {---Vendor Reference Name---} will perform a Background Check for each {---Vendor Reference Name---} employee assigned to work on the project, and will require its subcontractors (if any) to do the same for each of their employees.
 - 16.3. ADDITIONAL INVESTIGATION OF CERTAIN EMPLOYEES.** If a person's duties under this Contract fall within the categories described below, the Background Checks that {---Vendor Reference Name---} will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

 - 16.3.1.** If the job duties require driving: A motor vehicle records check.
 - 16.3.2.** If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.

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If job duties include entering a private household or interaction with children: A sexual offender registry check.

- 16.4. COMPLIANCE WITH APPLICABLE LAW. {---Vendor Reference Name---} must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.
- 16.5. DUTY TO REPORT INFORMATION TO CITY. {---Vendor Reference Name---} shall notify the City of any

information discovered in the Background Checks that may be of potential concern for any reason.

- 16.6. CHECKS CONDUCTED BY CITY. The City may conduct its own background checks on principals of {---Vendor Reference Name---} as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

GENERAL CONDITIONS

This Attachment is incorporated into the RENEW Training Program (“Contract”) between the City of Charlotte (“City”) and {---Vendor Legal Name---} (“{---Vendor Reference Name---}”). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **PRIORITY OF ATTACHMENTS.** In the event of a conflict among the Attachments, the Federal Contracting Terms shall have first priority, and all other Attachments shall have priority in the order in which they are listed on the Cover Sheet.
2. **INVOICES.** Each invoice sent by {---Vendor Reference Name---} shall detail all Services performed and delivered which are necessary to entitle {---Vendor Reference Name---} to the requested payment under the terms of this Contract. All invoices must include an invoice number and the City purchase order number for purchases made under this Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.
3. **PAYMENT TERMS.** The City will pay undisputed, properly submitted invoices within sixty (60) days after receipt. As a condition of payment, {---Vendor Reference Name---} must invoice the City for Services within sixty (60) days after the Services are performed. {---Vendor Reference Name---} WAIVES THE RIGHT TO CHARGE THE CITY FOR ANY SERVICES THAT HAVE NOT BEEN INVOICED WITHIN SIXTY (60) DAYS AFTER SUCH SERVICES WERE RENDERED.
4. **TERMINATION FOR CONVENIENCE.** The City may terminate this Contract at any time without cause by giving written notice to {---Vendor Reference Name---}. The City shall pay for Services rendered through the date of termination, subject to {---Vendor Legal Name---}'s compliance with Section 5 of the General Conditions.
5. **TERMINATION FOR CAUSE.** Without limiting any other termination rights set forth in this Contract, either party may terminate this Contract for default if the other party fails to cure a material breach within thirty (30) days after receipt of written notice that identifies the breach and the intent to terminate if not cured. The City may terminate this Contract for default without a cure period if {---Vendor Reference Name---}:
 - 5.1. Fails to obtain, maintain, or provide proof of the insurance policies and endorsements as required by this Contract; or
 - 5.2. Becomes more than ten (10) days late performing the Services; or
 - 5.3. Acts of fails to act in a way that creates a risk to safety or causes or is likely to cause the City to incur property damage, fines, or penalties.
6. **AUTHORITY TO TERMINATE.** Authority to terminate this Contract on behalf of the City rests with the City Manager and Deputy City Manager, or any designee of the forgoing having the same level of delegated signature authority as would have been required to execute the Contract.
7. **OBLIGATIONS ON TERMINATION.** Upon expiration or termination of this Contract, {---Vendor Reference Name---} will promptly provide to the City, at no cost, (i) all data, materials, software, and equipment provided to {---Vendor Reference Name---} by or on behalf of the City; (ii) all deliverables that are completed or in process as of the date of termination; and (iii) a statement of all Services performed through termination, together with such detail and documentation as is otherwise required under this Contract for payment. The expiration or termination of this Contract shall not relieve either party of its obligations regarding “Confidential Information”, as defined in the Section titled Confidentiality Terms.
8. **REPRESENTATIONS AND WARRANTIES.** {---Vendor Reference Name---} represents, warrants, and covenants that: (a) all Services and deliverables will meet and comply with Contract requirements, applicable law, and accepted industry standards; (b) each person providing the Services has the qualifications, skills, experience, and knowledge necessary to perform the tasks assigned; (c) no services or deliverables provided under this Contract will infringe or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property rights of any third party; (d) neither the execution nor the performance of this Contract will violate any third party contractual rights; (e) {---Vendor Reference Name---} is a duly organized and validly existing entity of the type set forth in the first paragraph of this Contract, is in good standing under the laws of the state specified in the first paragraph of this Contract, and is registered to do business in North Carolina; and (f) {---Vendor Reference Name---} has the requisite power and authority to execute and perform this Contract. {---Vendor Reference Name---} and each person signing this Contract for {---Vendor Reference Name---} represents and warrants that the execution, delivery, and performance of this Contract have been duly authorized by {---Vendor Reference Name---}. Additional warranties may be set forth in the Attachments.
9. **REMEDIES.**
 - 9.1. **Right to Withhold Payment.** If {---Vendor Reference Name---} breaches any provision of this Contract, the City may elect to withhold all payments due until the breach has been fully cured. {---Vendor Reference Name---} and the City are each entitled to setoff and deduct from any amounts owed to the other party

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under this Contract all damages and expenses incurred due to the other party's breach.

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

9.3. **Reserved.**

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

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

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

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

If an Infringement Claim occurs, {---Vendor Reference Name---} will either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If {---Vendor Reference Name---} is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, {---Vendor Reference Name---} shall promptly refund to the City all amounts paid under this Contract.

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

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

11. **INSURANCE.**

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

(a) Automobile Liability

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

(b) Commercial General Liability

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

(c) Workers' Compensation Insurance

Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

(d) Errors & Omissions

Insurance with a limit of not less than \$3,000,000 per claim, \$3,000,000 aggregate as shall protect the contractor and the contractor's employees for negligent acts, errors or omissions in performing the professional services under this contract.

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

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insurance required of the subcontractor has been obtained and approved.

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

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

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

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

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

Tracy Dodson	Adam Jones
Economic Development	City Attorney’s Office
600 East Fourth Street	600 East Fourth Street
Charlotte, NC 28202	Charlotte, NC 28202
704-336-3380	704-336-3012
Tracy.dodson@ci.charlotte.nc.us	amjones@ci.charlotte.nc.us

Add Notice Address for
{---Vendor Reference Name---}
Legal Notice Contact

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

13. **WORK ON CITY’S PREMISES.** Whenever on City premises, {---Vendor Reference Name---} will obey all instructions and City policies applicable to City employees and contractors that {---Vendor Reference Name---} is made aware of. If {---Vendor Reference Name---} causes damage to the City’s equipment or facilities, {---Vendor Reference Name---} will promptly repair or replace such damaged items at {---Vendor Reference Name---}’s expense.
14. **NON-APPROPRIATION OF FUNDS.** If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify {---Vendor Reference Name---} of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City that is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
15. **REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION.** The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City’s website (the “Non-Discrimination Policy”). As a condition of entering into this Contract {---Vendor Reference Name---} agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, {---Vendor Reference Name---} shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers, in connection with a City contract or contract solicitation process, nor shall {---Vendor Reference Name---} retaliate against any person or entity for reporting instances of such discrimination. {---Vendor Reference Name---} shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this Contract, {---Vendor Reference Name---} agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this

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Contract; and (b) if requested, provide to the City within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five years, including the total dollar amount paid by Company on each subcontract or supply contract. {---Vendor Reference Name---} further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

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

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

16. REQUIRED BY STATE LAW.

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

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

17. CHARLOTTE BUSINESS INCLUSION POLICY. The City has adopted a CBI Policy, which is posted on the City's website at

<https://charlottenc.gov/finance/procurement/cbi/Pages/ibrary.aspx>. The parties agree that:

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

17.2. A violation of the CBI Policy shall constitute a material breach of this Contract, and shall entitle the City to exercise any of the remedies set forth in

the CBI Policy, including but not limited to liquidated damages; and

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

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

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

17.6. {---Vendor Reference Name---} agrees to participate in any dispute resolution process specified by the City from time to time for the resolution of disputes arising from the CBI Policy.

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

18. CHARLOTTE BUSINESS INCLUSION MWSBE UTILIZATION AND REPORTING

18.1. SUBCONTRACTOR UTILIZATION. {---Vendor Reference Name---} has committed to subcontract for supplies and/or services from City Certified Small Business Enterprises (SBEs), and/or City Registered Minority Business Enterprises (MBEs) and Woman Business Enterprises (WBEs) for the duration of the Contract, as follows:

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

{---Vendor Reference Name---} shall not terminate, replace or reduce the work of an MWSBE without providing written notice to the city as outlined in the CBI Policy. Failure of {---Vendor Reference Name---} to fulfill these utilization requirements shall constitute a material breach of this Contract, and shall entitle the City to exercise any of the remedies

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set forth in the CBI Policy, including but not limited to liquidated damages.

- 18.2. **LETTERS OF INTENT.** {---Vendor Reference Name---} acknowledges that it will be required to execute one or more letters of intent on or prior to the Effective Date. Each letter of intent will list the subcontractor (MWSBE) vendor name and the amount that {---Vendor Reference Name---} has committed to spend with the subcontractor. The letter(s) of intent will be submitted in such format as the City shall determine. {---Vendor Reference Name---} consents to submit its letter(s) of intent via the City's selected electronic compliance management system, at the City's option. The letter(s) of intent shall be deemed to be incorporated into this Contract when submitted by {---Vendor Reference Name---} and accepted by the City. Any changes to letters of intent or any new letters of intent will also be deemed incorporated into this Contract when submitted by {---Vendor Reference Name---} and accepted by the City.
- 18.3. **PAYMENTS TO MWSBES.** {---Vendor Reference Name---} shall abide by N.C. Gen. Stat. §143-134.1 (b) and within seven (7) days of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work completed or service provided under the subcontract. Furthermore, if {---Vendor Reference Name---} has made a Quick Pay Commitment under the CBI Program, {---Vendor Reference Name---} shall comply with any provisions of the Quick Pay Commitment that are more stringent than N.C. Gen. Stat. §143-134.1 (b), but shall also remain bound by N.C. Gen. Stat. §143-134.1(b).
- 18.4. **PAYMENT AFFIDAVITS.** As a condition to receiving payments under this Contract, {---Vendor Reference Name---} agrees to provide payment affidavits detailing the amounts paid by {---Vendor Reference Name---} to all subcontractors and suppliers receiving payment in connection with this Contract ("Payment Affidavit"). The absence of MWSBE participation on a contract does not relieve {---Vendor Reference Name---} from the obligation to submit payment affidavits.

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

within the time period specified by the City shall entitle the City to exercise any of the remedies set forth in the Charlotte Business Inclusion Policy.

19. GENERAL.

- 19.1. **ENTIRE AGREEMENT/AMENDMENT.** This Contract is the parties' entire agreement regarding its subject matter. It supersedes all prior agreements, negotiations, representations, and proposals, written or oral. No change order, amendment, or other modification to this Contract will be valid unless in writing and signed by both {---Vendor Reference Name---} and the City. Clicking "consent" or "agree" electronically when accessing software or a website will not constitute a writing sufficient to bind the City.
- 19.2. **RELATIONSHIP OF THE PARTIES.** The parties' relationship under this Contract is solely that of independent contractors. Nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party has power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.
- 19.3. **GOVERNING LAW AND VENUE.** North Carolina law will govern all matters relating to this Contract (without regard to North Carolina conflicts of law principles). Any legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina, other than actions to enforce a judgment.
- 19.4. **ASSIGNMENT/SUBCONTRACTING.** Neither party may assign or subcontract any of its rights or obligations under this Contract without prior written consent of the other party. Unauthorized assignments shall be void.
- 19.5. **DELAY / CONSEQUENTIAL DAMAGES.** The City will not be liable to {---Vendor Reference Name---}, its agents or any subcontractor for or any delay in performance by the City, or for any consequential, indirect, or special damages or lost profits related to this Contract.
- 19.6. **SEVERABILITY.** The invalidity of one or more provisions of this Contract will not affect the validity of the remaining provisions so long as the material purposes of the Contract can be achieved. If any provision of this Contract is held to be unenforceable, then both parties will be relieved of the unenforceable obligations, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

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- 19.7. PUBLICITY. {---Vendor Reference Name---} may not identify or reference the City or this Contract in any advertising, sales promotion, or other materials without the City's prior written consent of the City *except*: (i) {---Vendor Reference Name---} may list the City as a reference, and (ii) {---Vendor Reference Name---} may identify the City as a customer in presentations to potential customers.
- 19.8. WAIVER. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Contract shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.
- 19.9. SURVIVAL. Any provision of this Contract that contemplates performance or observance subsequent to termination or expiration of this Contract shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to warranties and warranty disclaimers, intellectual property ownership, indemnity, payment terms, and confidentiality.
- 19.10. TAXES. {---Vendor Reference Name---} will pay all applicable federal, state, and local taxes that may be chargeable against the performance of the Services.
- 19.11. CONSTRUCTION OF TERMS. Both parties have carefully considered the particular language used in this Contract. The general rule of law that ambiguities are construed against the drafter will not apply.
- 19.12. DAYS. Unless specifically stated otherwise, all references to days in this Contract refer to calendar days rather than business days. Any references to "business days" shall mean the days that the City's main office at 600 East Fourth Street, Charlotte, NC, is open for the public to transact business.
- 19.13. CONFLICTS OF INTEREST. {---Vendor Reference Name---} will not take any action that is or is likely to be perceived as conflict of interest under this Contract. {---Vendor Reference Name---} has not made and will not make any gifts to City employees or officials in connection with this Contract.
- 19.14. COMPLIANCE WITH LAWS. {---Vendor Reference Name---} and its subcontractors will comply with all local, state, and federal ordinances, statutes, laws, rules, regulations, and standards ("Applicable Law") in performing this Contract. {---Vendor Reference Name---} represents and warrants that each deliverable provided under this Contract will comply with all Applicable Law, including without limitation the Americans With Disabilities Act.

PRICE SCHEDULE

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

{---Vendor Reference Name---} shall provide the Services detailed in this Contract at rates set forth below.

SCOPE OF SERVICES

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

CONFIDENTIALITY TERMS

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

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

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

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

2. **RESTRICTIONS.**

- 2.1. {---Vendor Reference Name---} shall not copy, modify, enhance, compile, or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 2.2. {---Vendor Reference Name---} shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or {---Vendor Reference Name---} having a need to know such Confidential Information for purpose of performing work contemplated by written contracts between the City and {---Vendor Reference Name---}, and who has executed a confidentiality agreement containing substantially the same protections set forth herein. Notwithstanding the forgoing, {---Vendor Reference Name---} shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted of the other to any third party without the City’s prior written consent
- 2.3. {---Vendor Reference Name---} shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized in writing by the City, or is for the purpose for which such Confidential Information is being disclosed.
- 2.4. {---Vendor Reference Name---} shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 2.5. {---Vendor Reference Name---} shall use reasonable efforts to prohibit its employees, vendors, agents, and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 2.6. If any demand is made in litigation, arbitration, or any other proceeding for disclosure of Confidential Information, {---Vendor Reference Name---} shall immediately notify the City, and will reasonably assist the City’s effort to seek a protective order or other appropriate relief to prevent or restrict any disclosure of Confidential Information.
- 2.7. {---Vendor Reference Name---} will restrict employee access to the Confidential Information to those employees who need to know in order to: (a) fulfill {---Vendor Reference Name---}’s contractual obligations to the City, or (b) resolve a dispute with the City. {---Vendor Reference Name---} will have each employee who will have access to the Confidential Information

sign a confidentiality agreement including protections substantially identical to those set forth herein.

- 2.8. {---Vendor Reference Name---} shall comply with the City's Restricted Data Policy, a copy of which is posted on the City's website, and with any instructions or procedures issued by the City from time to time regarding Highly Restricted Information.
- 2.9. {---Vendor Reference Name---} shall ensure that each person who obtains access to Confidential Information through {---Vendor Reference Name---} (including but not limited to {---Vendor Reference Name---}'s employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to this Contract and the City's Restricted Data Policy.
- 2.10. All materials containing Confidential Information shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
3. **EXCEPTIONS.** {---Vendor Reference Name---} shall have no obligation with respect to Confidential Information that {---Vendor Reference Name---} can establish:

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

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CBI FORMS

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

[CBI Form 3 (M/W/SBE Utilization), 4 (Letter of Intent) and 6 (Payment Affidavit – Subcontractor/Supplier Utilization) to be Inserted]

CLEAN ENERGY & ENERGY EFFICIENCY-FOCUSED TRAINING PROGRAM EXAMPLES

I. *Civic Works Center for Sustainable Careers, Baltimore, MD*

<https://civicworks.com/programs/center-sustainable-careers/>

- The [Civic Works Center for Sustainable Career's B'More Green Training](#) program is a workforce development program that offers Baltimore residents [Energy Retrofit Training](#) and [Solar Installation Training](#).
- This program specifically targets Baltimore residents with significant barriers to employment. These barriers may include a criminal record, history of addiction, mental illness, or most commonly, a lack of marketable job skills and/or the requisite education credentials needed to secure a job.
- Participants earn industry-recognized certifications, learn employability skills, and receive case management and on the job training.
- Graduates are placed into entry-level green careers with employers that offer a living wage (\$13.00-\$17.00 per hour) and opportunities for advancement.
- 90% of graduates have secured family sustaining employment and 92% of placed graduates retained employment for at least 2 years.
- The program is free to Baltimore residents who are over 18, can pass a drug screening test, and have a valid driver's license.

II. *CityBuild Academy, Green Construction, San Francisco, CA*

<https://oewd.org/city-build>

- The [Office and Economic Workforce Development](#) of San Francisco, California, created the [CityBuild Academy](#) in 2006 in partnership with [City College of San Francisco](#), various community non-profit organizations, labor unions, and industry employers.
- 18-week pre-apprenticeship and construction skills training program for San Francisco residents.
- Offers participants classroom instruction, industry certifications, and hands-on training, career readiness classes, individual case management and job placement assistance.
- Incorporates "green construction" into the curriculum, and teaches green building practices such as solar installation, weatherization, and energy efficiency

III. *Green Building Training Program, Raleigh, North Carolina*

<http://nancymcfarlane.com/raleigh-announces-green-building-training-certification-program/>

- The Office of Sustainability of Raleigh, North Carolina, developed a [Green Building Training Program](#) with a U.S. Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) as part of the American Recovery and Reinvestment Act (ARRA).
- Through a partnership with [Wake Technical Community College](#) and the [North Carolina Solar Center](#), the Green Training Program offered free classes and certifications for individuals who live, work, or conduct business within the city of Raleigh. There was a \$25 refundable seat reservation fee for each class that was returned upon completion of the class.
- Courses included LEED certification, Solar Panel Installation, Solar Thermal Installation, Green Plumbing, Sustainable Landscaping, and Home Energy Rater System (HERS).