

REQUEST FOR PROPOSALS

CHARLOTTE WATER BILL INSERTS PRINTING SERVICES

RFP #FY23-RFP-24



**CITY OF CHARLOTTE
NORTH CAROLINA**

APRIL 19, 2023

REQUEST FOR PROPOSALS
RFP #FY23-RFP-24
Charlotte Water Bill Inserts Printing Services

April 19, 2023

The City of Charlotte, North Carolina, is now accepting Proposals for Charlotte Water Bill Inserts Printing Services. 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 virtually on **May 2, 2023 at 10:00 a.m. EST** via Cisco WebEx. Please have a copy of the RFP available for reviewing during the Pre-Proposal Conference.

Cisco WebEx Information:

Join by Phone:

1-650-479-3207 Call-in toll number (US/Canada)

Meeting number (access code): 2313 783 6811

Meeting password: 2DVpyGNMv66

Meeting Link (preferred method of joining through computer, so that presentation materials can be viewed):

<https://charlotte.webex.com/charlotte/j.php?MTID=m08176f23d2f84f2b80393a8023dbc7d6>

All interested Companies should return a completed Request for Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in Section 2.1 of this RFP.

An electronic copy of the RFP in Microsoft Word format may be obtained on Charlotte Water's Contractor and Vendor Opportunities website (charlottewater.org) by selecting the "Work with us" tab at the top of the page, clicking on "Contracting Opportunities," then clicking "Contract Opportunities." Search for the RFP Title or Number.

All Proposals are due to the Charlotte Water Acquisition and Compliance Division no later than **May 16, 2023 at 2:00 p.m. EST**.

Companies wanting to be considered for providing the required Services to the City should submit an electronic Proposal to Matthew Newlon at: matthew.newlon@charlottenc.gov. Proposals must be sent as an attachment to the e-mail (Companies may not provide a link to the document). PDF attachments must be limited to less than 50 MB. Hard copies will not be accepted. The subject line of the e-mail shall include "FY23-RFP-24." Companies must also mail samples of their printed Charlotte Water Bill Inserts for every Paper Stock Option that the Company is providing a unit price for according to the instructions in Section 2.5, Submission of Proposals.

Each Company is solely responsible for the timely delivery of their Proposal. Companies accept all risks of late delivery regardless of fault. In addition, Companies accept all risks if file is corrupted, incorrect, incomplete, or not attached. The Charlotte Water Acquisition and Compliance Division will confirm receipt of Proposal via e-mail within twenty-four (24) hours of the Proposal deadline.

RFP questions must be directed to Matthew Newlon, Charlotte Water Acquisition and Compliance, per the enclosed instructions in Section 2.3. The City is an equal opportunity purchaser.

Sincerely,

Matthew Newlon
Senior Procurement Officer

Checklist for submitting a Proposal:

Step 1 – Read the document fully.

Step 2 – If you plan on submitting a Proposal, e-mail the **Request for Proposals Acknowledgement Form** (see Section 6, Form 1) to the e-mail address listed on the form.

Steps 3 – If you have any questions send them before the deadline listed in **Section 2.1**.

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

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 Form**
- ☐ **Section 6, Form 4, Pricing Worksheet**
- ☐ **Section 6, Form 5, Environmental Purchasing Responses**
- ☐ **Section 6, Form 6, M/W/SBE Utilization**
- ☐ **Section 6, Form 7, Company Background and Questionnaire Response**
- ☐ **Section 6, Form 8, References**
- ☐ 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.)
- ☐ Mail samples of your printed Charlotte Water Bill Inserts for every Paper Stock Option that you are providing a unit price for according to the instructions in Section 2.5, Submission of Proposals.

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 3.10.

It is the Company’s responsibility to check charlottewater.org for any addenda or changes to this RFP. Select the “Work with us” tab at the top of the page, click on “Contracting Opportunities,” then click “Contract Opportunities.” Search for RFP #FY23-RFP-24 to find if any documents or changes have been posted.

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Section 1

Introduction and General Information

1. INTRODUCTION.

1.1. Objective.

The objective of this RFP is to solicit Proposals that will enable the City to determine which Company will best meet the City's needs for Charlotte Water Bill Insert Printing Services.

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.

Charlotte Water Designee: 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>Mail House Facility:</i>	Refers to KUBRA.
<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 (1) 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 Charlotte Water Bill Inserts Printing Services for the City.
<i>Proposal:</i>	Refers to the proposal submitted by a Company for the Services as outlined in this RFP.

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<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 Charlotte Water Bill Inserts Printing Services as requested in this RFP.
<i>Small Business Enterprise/SBE:</i>	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
<i>Subcontracting Goal:</i>	Refers to a SBE, MBE, WBE, and/or MWSBE Goal established by the City for an RFP and resulting Contract.
<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 (1) or more persons who are female; and (iii) has significant business presence in the Charlotte Combined Statistical Area.
<i>Work Product:</i>	Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans, and other items developed by the Company in connection with this RFP, and all partial, intermediate, or preliminary versions of any of the foregoing.

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1.3. Accuracy of RFP and Related Documents.

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

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in RFP Section 2.3.

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 (1) or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;
- 1.4.8. To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms; and
- 1.4.9. To terminate discussions and negotiations with any Company at any time and for any reason.

1.5. Expense of Submittal Preparation.

The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

Section 1

Introduction and General Information

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 Charlotte Water 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. The confidentiality caption of either "Personally Identifiable Information – Confidential" or "Trade Secret—Confidential and Proprietary Information" 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

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

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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 Charlotte Water's Contractor and Vendor Opportunities Website at: charlottewater.org. Select the "Work with us" tab at the top of the page, click on "Contracting Opportunities," then click "Contract Opportunities." Search for the RFP Title or Number.

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. 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.

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

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businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, 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 subject line of the request e-mail must include the statement "**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.

1.6.14. Companies' Obligation to Fully Inform Themselves.

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

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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	Biodegradability
Compostability	Pollution prevention
Reduced toxicity	Energy efficiency
Low volatile organic compounds	

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
April 19, 2023	<i>Issuance of RFP.</i> The City issues this RFP.
April 26, 2023	<i>Request for Proposals Acknowledgement.</i> Companies that intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the e-mail listed in Section 2.3.
May 2, 2023	<i>Non-Mandatory Pre-Proposal Conference</i> to be held at virtually at 10:00 a.m. EST. Follow instructions in Section 2.4 to attend.
May 5, 2023	<i>Submission of Written Questions.</i> Questions are due by 5:00 p.m. EST.
May 9, 2023	<i>City Responses to Questions Provided to Vendors</i> via addendum to RFP posted to Charlotte Water's: charlottewater.org , and via e-mail to those that submitted a RFP Acknowledgement Form.
May 16, 2023	<i>Proposal Submission.</i> Proposals are due by 2:00 p.m. EST to: matthew.newlon@charlottenc.gov . Mailed samples are due on this date and time as well, according to the instructions in Section 2.5, Submission of Proposals.
July 1, 2023	<i>Services Anticipated to Commence.</i> Company begins providing the Services.

2.2. Intent to Propose.

Please acknowledge receipt of this RFP via e-mail by **April 26, 2023** using the Request for Proposals Acknowledgement Form located in Section 6, Form 1. Complete the form in its entirety advising the City of your Company's intention to submit or not submit a Proposal. E-mail a copy of the completed and signed form to the e-mail address 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.**

Matthew Newlon, Senior Procurement Officer
City of Charlotte, Charlotte Water Acquisition and Compliance
RFP #FY23-RFP-24
E-mail: matthew.newlon@charlottenc.gov
Phone: 980-229-7475

Section 2

Procurement Process

When submitting questions, please reference the RFP page, Section number, and Specification (topic) using the following format:

Company Name:			
Page #	Section #	Specification	Company Questions

After the Pre-Proposal Conference, questions must be submitted in writing by the deadline stated in Section 2.1. In the case of questions not submitted by the deadline, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal deadline. When responding to Company questions or issuing addenda to the RFP, the City will post the answer or information to the Charlotte Water's Contractor and Vendor Opportunities Website at: charlottewater.org by selecting the "Work with us" tab at the top of the page, clicking on "Contracting Opportunities," then clicking "Contract Opportunities." Search for RFP #FY23-RFP-24. Companies are required to acknowledge their receipt of each addenda by including in their Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 2).

2.4. Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on **May 2, 2023 at 10:00 a.m. EST**. The meeting will be held via Cisco WebEx.

Cisco WebEx Information:

Join by Phone:

1-650-479-3207 Call-in toll number (US/Canada)

Meeting number (access code): 2313 783 6811

Meeting password: 2DVpyGNMv66

Meeting Link (preferred method of joining through computer, so that presentation materials can be viewed):

<https://charlotte.webex.com/charlotte/j.php?MTID=m08176f23d2f84f2b80393a8023dbc7d6>

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify Matthew Newlon at: matthew.newlon@charlottenc.gov in advance of the conference date and time identifying the special accommodations required.

2.5. Submission of Proposals.

Companies wanting to be considered for providing the required Services to the City should e-mail a proposal to Matthew Newlon at: matthew.newlon@charlottenc.gov by **May 16, 2023 no later than 2:00 p.m. EST**. Proposals must be in searchable PDF format only and sent as an attachment to the e-mail (Companies may not provide a link to the document). PDF attachments must be limited to less than 50 MB. Hard copies will not be accepted. The subject line of the e-mail shall include "FY23-RFP-24."

Companies are also required to mail samples of their printed Charlotte Water Bill Inserts for every Paper Stock Option that they are providing a unit price for within Section 6, Form 4, Pricing Worksheet for City evaluation. The Company should use the Print Ready Files – Bill

Section 2

Procurement Process

Inserts provided within Exhibit C to create the samples. These samples should be mailed to the address below to be received by **May 16, 2023 no later than 2:00 p.m. EST.**

Matthew Newlon
Charlotte Water Acquisition and Compliance
5100 Brookshire Boulevard
Charlotte, NC 28216

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City.

Each Company is solely responsible for the timely delivery of their Proposal and supporting materials. Companies accept all risks of late delivery regardless of fault. In addition, Companies accept all risks if file is corrupted, incorrect, incomplete, or not attached. The Procurement Officer will confirm receipt of Proposals to all Companies via e-mail within twenty-four (24) hours of the Proposal deadline.

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 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 (1) 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. 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.

Section 2

Procurement Process

The link below will provide you with the opportunity to complete your registration on-line with the City.

<http://charlottenc.gov/vendors>

3. SCOPE FOR CHARLOTTE WATER BILL INSERTS PRINTING SERVICES.

3.1. General Scope.

Charlotte Water, a department of the City of Charlotte, is seeking a Company to print inserts that are then delivered to KUBRA (the “Mail House Facility”) for insertion into the monthly water billing statement. Should there be any changes in previously agreed upon printing specifications, Charlotte Water shall notify the Company.

The Company shall be responsible for the printing of the inserts per the Specifications outlined in this Section 3, as well as shipping and delivery of the inserts to the Mail House Facility designated in Section 3.4.

The City makes no guarantees as to future print volumes. Should necessary volumes decrease due to increases by Charlotte Water’s customers in electronic billing, the City shall, at its discretion, adjust quantities as needed.

3.2. Scope of Work.

Charlotte Water will provide monthly print-ready artwork files to the Company for printing.

3.2.1. Charlotte Water requires up to twelve (12) monthly inserts on an annual basis. These inserts educate citizens on water/wastewater related topics and programs including but not limited to changes in service(s), and the annual drinking water and wastewater performance report summary required by state law.

3.2.2. Charlotte Water bills may include up to three bill inserts total from various organizations, one (1) from Charlotte Water, one (1) from Charlotte-Mecklenburg Storm Water Services, and one (1) guest insert from other City of Charlotte or Mecklenburg County departments as approved by Charlotte Water.

3.2.3. Exhibit A, Charlotte Water Bill Insert Guidance, is provided as a reference, and is a document provided by Charlotte Water to all organization interested in including an insert within a Charlotte Water bill.

3.3. Specifications.

Inserts shall be two-sided (2-sided), 8.5” wide by 3.5” high, cut and can be up to four (4) colors and/or four (4) color process and include bleeds.

Charlotte Water shall provide print-ready artwork to the Company by the tenth (10th) day of each month in which insert printing is required. Within four (4) days of receipt of the file, the Company shall provide proofs back to each organization that is printing an insert for review and acceptance.

The Company shall guarantee shipping dates will meet the established Mail House Facility schedule. The Mail House Facility must receive bill inserts by the twentieth (20th) of the month. If the twentieth (20th) falls on a weekend or holiday, the deadline shall be the last business day before the scheduled date.

The Company shall be responsible for all shipping costs related to the packaging and delivery of the inserts to the Mail House Facility. Adjustments to pricing due to fluctuations in fuel and or freight charges during the initial term of the Contract shall not be allowed.

3.3.1. Paper Stock.

A Company may provide unit pricing for one (1) or more of the stock options below and can also include any additional stock options and pricing for the City’s consideration. One hundred percent (100%) of the project must be on the same paper stock option once approved.

- Option A: 70#/80# Silk (coated) or best available equivalent
- Option B: 70#/80# Opaque (uncoated) or best available equivalent
- One Hundred Percent (100%) Post-Consumer Waste and Forest Stewardship Council certified stock is also an option and pricing (in addition to 30PCW) can be provided for those options if available.

3.3.2. Overruns.

Any remaining bill inserts shall be mailed to the respective department.

3.4. Mail House Facility.

The City utilizes KUBRA as its Mail House Facility. The Mail House Facility accepts deliveries Monday - Friday, 8:00 a.m. - 6:00 p.m. Any deliveries outside of these hours are subject to approval and must be scheduled at least twenty-four (24) hours in advance. The Mail House Facility does not accept COD deliveries.

The Mail House Facility address, which all inserts must be shipped to, is below.

955 Freeport Parkway, Suite 200
Coppell, TX 75019

Exhibit B, Mail House Facility Insert Guidelines, contains the information and requirements of the Mail House Facility for your reference.

3.5. Shipping and Packaging Requirements.

It is the Company's responsibility to ensure packaging is capable of adequately protecting inserts during normal transportation, storage, and handling methods.

3.5.1. Pallets.

- Pallets containing multiple inserts must be identified as a mixed pallet and separated by cardboard dividers.
- Inserts must be shipped in 0 - 45-pound cartons. Cannot ship in Gaylord boxes.
- Cartons must be stacked a maximum of five (5) each or 48" high.
- Pallets should be double plywood or slats (40" x 48" preferred).
- The Mail House Facility recommends the use of layer sheets, stretch wrap, corner guards, skid toppers, and banding.

3.5.2. Cartons and Packing.

Cartons must be sturdy enough that inserts are not damaged or warped. Any damaged boxes may be refused on delivery and inserts must be reprinted at no additional cost to the City.

- Insert bundles must be banded using elastic or paper banding ONLY.
- Bundles should be a minimum of 3" to a maximum of 6" thick and placed flat in cartons.
- Cardboard dividers must be used to prevent shifting of materials.
- The Mail House Facility does not accept bundles that are plastic wrapped or contain cardboard or paper covers.

- 3.5.3. Identification.
Each pallet should be flagged on all four (4) sides with the following information:
- Company "ABC"
 - Insert Name
 - Insert Item Number
 - Quantity per skid
 - Language "Eng/Spanish"
 - Skid # of IP
- Each carton must be labeled as follows, with a sample of the insert adhered to each box.
- Company "ABC"
 - Insert Name
 - Insert Item Number
 - Quantity
 - Language "Eng/Spanish"
- 3.5.4. Packing Slips.
All shipments must include a packing slip. The packing slip must include, at a minimum, the following:
- Name and Item number of each insert shipped
 - Total quantity of each item shipped
 - Quantity per box of each item shipped
- 3.6. Reporting Requirements.**
The Company shall provide ongoing reports on a monthly basis, or more frequently if required by the City Designee, detailing the following instances:
- Anticipated or existing printing delays
 - Printing errors
 - Equipment malfunctions or failures
 - Company's primary representative will be out of the office, unavailable, or on vacation. In this case, the Company must provide the City with a secondary representative who will be filling in that role.
 - Errors with artwork files
 - Artwork files are beyond insert dimensions or specifications
 - Changes to the preferred file type that artwork is sent in (for example: pdf, tif, or another type of file)
 - Packaging or shipping delays
 - Packaging or shipping errors

Section 3

Scope of Services

- Changes to previously agreed to printing specifications.

3.7. Sample Insert Submissions.

Companies are required to mail samples of their printed Charlotte Water Bill Inserts for every Paper Stock Option that they are providing a unit price for within Section 6, Form 4, Pricing Worksheet for City evaluation. The Company should use the Print Ready Files – Bill Inserts provided within Exhibit C to create the samples. These samples should be mailed to the address below to be received by **May 16, 2023 no later than 2:00 p.m. EST.**

Matthew Newlon
Charlotte Water Acquisition and Compliance
5100 Brookshire Boulevard
Charlotte, NC 28216

3.8. Environmental Purchasing Requirements.

The Company shall complete Section 6, Form 5, and submit it with their Proposal.

3.9. Non-Performance of Bill Inserts Printing Services.

In the event that the Company does not perform the Services as outlined to the expectation of the City Designee, the following will occur:

- The City Designee will notify the Company owner of the non-performance issues. Such communication may be in writing or by phone. The City Designee will request an action plan in writing from the Company detailing how the non-performance issues will be resolved.
- If such communication does not resolve the non-performance, the City Designee will contact the Company owner and the Charlotte Water Acquisition and Compliance Division in writing, in which a meeting with the Company will occur and an updated action plan in writing from the Company detailing how the non-performance issues will be resolved will be requested.
- Should the non-performance continue, the City Designee and the Charlotte Water Acquisition and Compliance Division may initiate Contract termination proceedings.

3.10. Insurance Requirements.

Company shall obtain and maintain during the life of this Contract, with an insurance Service Provider rated not less than “A” by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:

- Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than one million dollars (\$1,000,000) bodily injury each person, each accident and one million dollars (\$1,000,000) property damage, or one million dollars (\$1,000,000) combined single limit - bodily injury and property damage.
- Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than one million dollars (\$1,000,000) bodily injury each occurrence/aggregate and one million dollars (\$1,000,000) property damage

Section 3

Scope of Services

each occurrence/aggregate, or one million dollars (\$1,000,000) bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Contract.

- Workers' Compensation and Employers Liability: Meeting the statutory requirements of the State of North Carolina, one-hundred-thousand dollars (\$100,000) per accident limit, five-hundred-thousand dollars (\$500,000) disease per policy limit, one-hundred-thousand dollars (\$100,000) disease each employee limit.

The Company shall not commence any Services in connection with an awarded Contract until it has obtained all the foregoing types of insurance and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

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" form set forth in Section 6, Form 2;
- D. The "Proposal Submission Form" set forth in Section 6, Form 3;
- E. The "Pricing Worksheet" set forth in Section 6, Form 4;
- F. The "Environmental Purchasing Responses" set forth in Section 6, Form 5;
- G. The "M/W/SBE Utilization" form set forth in Section 6, Form 6;
- H. The "Company's Background and Questionnaire Response" set forth in Section 6, Form 7;
- I. The "References" form set forth in Section 6, Form 8;
- J. Exceptions to the Remainder of the RFP, including the Sample Contract in Section 7; and
- K. Mail samples of your printed Charlotte Water Bill Inserts for every Paper Stock Option that you are providing a unit price for according to the instructions in Section 2.5, Submission of Proposals.

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, and telephone numbers of the Company along with the name, title, address, e-mail address, and telephone numbers of the executive that has the authority to contract with the City. The cover letter shall present the Company's understanding of the Specifications and a summary of the approach to perform the Services.

4.1.2. Proposed Solution.

Please provide detailed information about how the Bill Inserts Printing Services your Company provides meet the requirements included in this RFP. Include your Company's strategies and the procedures which your Company would follow to complete the requirements.

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 lettered C through I.

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.

Section 4

Proposal Content and Format

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.

4.1.5. Sample Inserts Submission.

Companies are required to mail samples of their printed Charlotte Water Bill Inserts for every Paper Stock Option that they are providing a unit price for according to the instructions in Section 2.5, Submission of Proposals.

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/Proposed Solution
- c. Cost Effectiveness and Value
- d. Acceptance of the Terms of the Contract

5.1. Qualifications and Experience.

Companies will be evaluated on the background, experience, and financial resources information provided in Section 6, Form 7. The evaluation will include references regarding work for organizations with needs similar to the City's and the evaluation of the Company's environmental purchasing responses.

5.2. Project Approach/Proposed Solution.

Companies will be evaluated based upon their understanding of the requirements and the feasibility of the Company's approach for the provision of the Services, as well as the sample inserts which are provided by the Company.

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, Companies 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.

Section 6 Required Forms

FORM 1 – REQUEST FOR PROPOSALS ACKNOWLEDGEMENT RFP #FY23-RFP-24

Charlotte Water Bill Inserts Printing Services

The Company hereby certifies receipt of the Request for Proposals for the City of Charlotte, North Carolina RFP #FY23-RFP-24, Charlotte Water Bill Inserts Printing Services. This form should be completed upon receipt of the City's Request for Proposals and e-mailed in time for the City to receive it by or before **April 26, 2023**. 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:

Matthew Newlon
City of Charlotte, Charlotte Water Acquisition and Compliance
Email: matthew.newlon@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**

_____ **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: _____

REQUIRED FORM 2 – ADDENDA RECEIPT CONFIRMATION
RFP #FY23-RFP-24

Charlotte Water Bill Inserts Printing Services

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to Charlotte Water’s Contractor and Vendor Opportunities Website at: charlottewater.org. Select the “Work with us” tab at the top of the page, click on “Contracting Opportunities,” then click “Contract Opportunities.” Search for RFP #FY23-RFP-24.

ADDENDUM #:

**DATE ADDENDUM
DOWNLOADED:**

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

Section 6

Required Forms

REQUIRED FORM 3 – PROPOSAL SUBMISSION FORM RFP #FY23-RFP-24

Charlotte Water Bill Inserts Printing Services

This Proposal is submitted by:

Company Legal 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 Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such Proposal.
5. As part of its Proposal, the Company shall provide to the City a list of all instances within the past ten (10) 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-eighty (180) calendar days from the Proposal due date.

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

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

☐ Not include any exceptions to the Sample Contract.

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

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

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

Representative (signed): _____

Section 6 Required Forms

REQUIRED FORM 4 – PRICING WORKSHEET RFP #FY23-RFP-24

Charlotte Water Bill Inserts Printing Services

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

For purposes of this RFP, assume an initial term of two (2) years, with the City having an option to renew for one (1) additional consecutive two (2) year term, and then one (1) additional consecutive one (1) year term thereafter. All prices quoted shall be firm and fixed for the initial two-year term and then each renewal Contract period thereafter.

Ten (10) months of the year, approximately two-hundred-ten thousand (210,000) bill packages are mailed. In January and July, approximately two-hundred-thirty thousand (230,000) packages are mailed. Each bill package contains up to three (3) inserts per package. The difference for those two (2) months is due to the semi-annual billing for storm water-only customers. Bill inserts are distributed throughout the month in billing cycles. Bill inserts go to every customer receiving a bill by mail; no partial month or subdivided territories are possible. The service area for Charlotte Water is all of Mecklenburg County including the City of Charlotte and the six (6) Towns. Paperless customers do not received inserts in any format.

A Company may provide unit pricing for one (1) or more of the stock options below and can also include any additional stock options and pricing for the City's consideration.

Paper Stock Option A Pricing: 70#/80# Silk (coated) or best available equivalent

If applicable, equivalent type: _____

	Frequency	Estimated Monthly Bill Package Quantity (Up to 3 Inserts Each)	Price Per Insert	Shipping Cost Per Insert	Total Monthly Printing Cost	Total Monthly Shipping Cost
Charlotte Water Bill Inserts	Up to 12 Months per Year	230,000	\$	\$	\$	\$

Paper Stock Option B Pricing: 70#/80# Opaque (uncoated) or best available equivalent

If applicable, equivalent type: _____

	Frequency	Estimated Monthly Bill Package Quantity (Up to 3 Inserts Each)	Price Per Insert	Shipping Cost Per Insert	Total Monthly Printing Cost	Total Monthly Shipping Cost
Charlotte Water Bill Inserts	Up to 12 Months per Year	230,000	\$	\$	\$	\$

Section 6

Required Forms

Alternative Paper Stock Option Pricing:

Alternative Type: _____

	Frequency	Estimated Monthly Bill Package Quantity (Up to 3 Inserts Each)	Price Per Insert	Shipping Cost Per Insert	Total Monthly Printing Cost	Total Monthly Shipping Cost
Charlotte Water Bill Inserts	Up to 12 Months per Year	230,000	\$	\$	\$	\$

Section 6 Required Forms

REQUIRED FORM 5 – ENVIRONMENTAL PURCHASING RESPONSES RFP #FY23-RFP-24

Charlotte Water Bill Inserts Printing Services

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>Biodegradability.</u> Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable.	
<u>Compostability.</u> Products must be capable of composting at a commercial composting facility. Please state whether each product offered in your proposal is compostable.	
<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>Energy Efficiency.</u> Products must meet or exceed the Department of Energy (DOE) and Environmental Protection Agency criteria for use of the ENERGY STAR trademark label; or is in the upper 25% of efficiency for all similar products as designated by the U.S. Department of Energy's Federal Energy Management Program.	
<u>Water Efficiency.</u> Eligible products must meet or exceed the Environmental Protection Agency's WaterSense program, or be water-efficient or low-flow fixtures.	
<u>Low VOCs.</u>	

Section 6 Required Forms

Products should contain low or no volatile organic compounds (VOCs). Please indicate any VOC content in each applicable product offered in your proposal.	
<u>Reduced Packaging.</u> Please include any efforts made to reduce the packaging of the products included in this proposal.	
<u>Pollution Prevention.</u> Please state your company's policy on source reduction. The Pollution Prevention Act defines source reduction to mean any practice that: (1) Reduces the amount of any hazardous substance, pollutant or contaminant entering any waste stream or otherwise released into the environment (including fugitive emissions) prior to recycling, treatment or disposal, and (2) Reduces the hazards to public health and the environment associated with the release of such substances, pollutants or contaminants. The term includes: equipment or technology modifications, process or procedure modifications, reformulation or redesign of products, substitution of raw materials, and improvements in housekeeping, maintenance, training or inventory control.	
<u>Life Cycle Management.</u> Please state how many times your product may be reused. (Since reusable products generally require more upfront costs than disposable products, they are often subjected to a cost/benefit analysis in order to determine the life cycle cost).	
<u>End of Life Management.</u> Will the manufacturer or designee accept the product back at the end-of-life? (who pays for the transportation of the product may be situation-specific).	

Section 6 Required Forms



REQUIRED FORM 6 – M/W/SBE UTILIZATION RFP #FY23-RFP-24

Charlotte Water Bill Inserts Printing Services

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

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

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

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

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 Company to maximize inclusion of MWSBEs to be submitted with the Company's proposal (attach additional sheets if needed):

Identify outreach efforts that will be employed by the Company 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

Section 6

Required Forms

REQUIRED FORM 7 – COMPANY’S BACKGROUND AND QUESTIONNAIRE RESPONSE RFP #FY23-RFP-24

Charlotte Water Bill Inserts Printing Services

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

1. Company’s legal name.
2. Company Location (indicate corporate headquarters and location that will be providing the Services).
3. How many years has your Company been in business? How long has your Company been providing the Services as described in Section 3?
4. How many public sector (cities or counties) clients does your Company have? How many are using the Services? Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization).
5. List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.
6. List any litigation that your Company has been involved with during the past two (2) years for Services similar to those in this RFP.
7. Explain your Company’s financial ability and capacity to meet the Services required in this RFP.
8. Provide an overview and history of your Company.
9. Describe the ownership structure of your Company, including any significant or controlling equity holders.
10. Describe the key individuals along with their qualifications, professional certifications, and experience that would comprise your Company’s team for providing the Services.
11. If the Proposal will be from a team composed of more than one 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.
12. How will your Company ensure proper, timely, and effective communication with the City, and what communication methods will be utilized?
13. Explain how your organization ensures that personnel performing the Services are qualified and proficient.
14. Provide information regarding the level of staffing at your organization’s facilities that will be providing the Services, and each staff person’s role, as well as the level of staffing for each subcontractor if applicable.
15. What are the risks you’ve identified with performing these Services, and how will your Company mitigate those risks?
16. Provide a detailed description on the following: Stock, size, ink, bleeds, resolution type, proofs
17. Describe your security procedures to include physical facility, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third-party security audits in the last five (5) years.

Section 6

Required Forms

18. Does your Company use any digital tools for file submissions, proof review, and project status tracking? Is that tool openly accessible to the customer? Please describe.
19. Describe your relationship, if any, with the shipping company (-ies) that you would utilize to provide the Services.
20. Has your Company ever worked with KUBRA, the Mail House Facility, in the past? If so, please describe your working relationship.

Section 6 Required Forms

REQUIRED FORM 8 – REFERENCES RFP #FY23-RFP-24

Charlotte Water Bill Inserts Printing Services

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

REFERENCE 1:

Name of Client: _____ Main Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Contact Phone: _____ Contact E-mail: _____

Service Dates: _____

Summary & Scope of Project: _____

Contract Value: \$ _____ Number of Client Employees: _____

REFERENCE 2:

Name of Client: _____ Main Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Contact Phone: _____ Contact E-mail: _____

Service Dates: _____

Summary & Scope of Project: _____

Contract Value: \$ _____ Number of Client Employees: _____

Section 6 Required Forms

REFERENCE 3:

Name of Client: _____ Main Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Contact Phone: _____ Contact E-mail: _____

Service Dates: _____

Summary & Scope of Project: _____

Contract Value: \$ _____ Number of Client Employees: _____

REFERENCE 4:

Name of Client: _____ Main Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Contact Phone: _____ Contact E-mail: _____

Service Dates: _____

Summary & Scope of Project: _____

Contract Value: \$ _____ Number of Client Employees: _____

Section 6
Required Forms

REFERENCE 5:

Name of Client: _____ Main Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Contact Phone: _____ Contact E-mail: _____

Service Dates: _____

Summary & Scope of Project: _____

Contract Value: \$ _____ Number of Client Employees: _____

SAMPLE CONTRACT

As used in this Section of the RFP, the term “Contract” shall refer to the agreement entered into between the City and the Company, and the term “Company” shall refer to the vendor that has been awarded a Contract.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**AGREEMENT TO PROVIDE
CHARLOTTE WATER BILL INSERTS PRINTING SERVICES**

THIS CONTRACT (the “Contract”) is made and entered into as of this _____ day of _____ 20__ (the “Effective Date”), by and between _____, a corporation doing business in North Carolina (the “Company”), and the City of Charlotte, a North Carolina municipal corporation (the “City”).

RECITALS

WHEREAS, the City issued a Request for Proposals (RFP #FY23-RFP-24) for Charlotte Water Bill Inserts Printing Services dated April 19, 2023. This Request for Proposals together with all attachments and addenda, is referred to herein as the “RFP”; and

WHEREAS, the City desires that the Company provide Charlotte Water Bill Inserts Printing Services (“Services”), and the Company desires to provide such Services; and

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

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

CONTRACT

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

EXHIBIT A: PRICING

EXHIBIT B: SCOPE OF SERVICES

2. **DEFINITIONS.** This Section may include, but not be limited to, terms defined in Section 1.2 of the RFP.
3. **DESCRIPTION OF SERVICES.** The Company shall be responsible for providing the Services described in Exhibit B, attached to this Contract and incorporated herein by reference. Without limiting the foregoing, the Company will perform the Services and meet the requirements as set forth in Exhibit B. However, the Company shall not be responsible for tasks specifically assigned to the City in this Contract or in Exhibit B.
4. **COMPENSATION.**
 - 4.1. **TOTAL FEES AND CHARGES.** The City shall pay the Company for the Products and Services delivered in compliance with Exhibit B, Scope of Services, at the unit prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the Company

Section 7

Sample Contract

- in the aggregate under this Contract and will not be increased except by a written amendment duly executed by both parties. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
- 4.2. The Company shall not be entitled to charge the City for any travel, mileage, meals, materials, or other costs or expenses associated with this Contract.
- 4.3. PRICE ADJUSTMENT. The price(s) stated in this Contract shall not increase for the initial two-year (2-year) term of this Contract. Pricing adjustments may be negotiated between the Company and the City at each renewal term, in accordance with the following terms:
- 4.3.1. Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost to provide the Services. No adjustment shall be made to compensate the Company for inefficiency in operation or for additional profit.
- 4.3.2. To obtain approval for a price increase, the Company shall submit a written request, ninety (90) days prior to Contract renewal, to the Charlotte Water Acquisition and Compliance representative, at the e-mail address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost to provide the Services. The request must state and fully justify the proposed price increase per unit over the price originally proposed.
- Matthew Newlon
City of Charlotte, Charlotte Water Acquisition and Compliance
E-mail: matthew.newlon@charlottenc.gov
- 4.3.3. No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of this Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of this Contract.
- 4.3.4. If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 4.4. EMPLOYMENT TAXES AND EMPLOYEE BENEFITS. The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants, and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation, and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.
- 4.5. INVOICES. Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. All invoices must include an invoice number and the City purchase order number for purchases made under this Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order. The Company shall e-mail one (1) copy only of each invoice. Invoice must be in PDF format with an individual title. Only one (1) invoice per PDF.

Section 7

Sample Contract

The Company shall email all invoices to: cocap@charlottenc.gov.

The City is not tax exempt from sales tax. The Company shall include all applicable state and County sales taxes on the invoice and not combined with the cost of the goods.

- 4.6. DUE DATE OF INVOICES. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.
- 4.7. PRE-CONTRACT COSTS. The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date of this Contract.
- 4.8. AUDIT. During the term of this Contract and for a period of one (1) year after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books, records, and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of ten-thousand dollars (\$10,000) but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
5. **RECORDS.** The City shall have the right to audit the Company's invoices, expense reports and other documents relating to the Services performed under this Contract, and shall not be required to pay for Services which did not occur, or which occurred in breach of this Contract. The Company shall make such documents available for inspection and copying by the City between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, whenever requested by the City.
6. **TIME IS OF THE ESSENCE.** Time is of the essence in having the Company perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit B, including all completion dates, response times, and resolution times (the "Completion Dates"). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.
7. **NON-APPROPRIATION OF FUNDS.** If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Contract.
8. **COMPANY PROJECT MANAGER.** The duties of the Company Project Manager include, but are not limited to:
 - 8.1. Coordination of schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;
 - 8.2. Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;
 - 8.3. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;
 - 8.4. Communication among and between the City and the Company's staff;
 - 8.5. Promptly responding to the City Designee when consulted in writing or by e-mail with respect to schedule deviations and necessary documentation;

Section 7

Sample Contract

- 8.6. Identifying and providing the City with timely written notice of all issues that may threaten the Company's Services in the manner contemplated by the Contract (with "timely" meaning immediately after the Company becomes aware of them);
 - 8.7. Ensuring that adequate quality assurance procedures are in place throughout the Contract; and
 - 8.8. Meeting with other service providers working on City projects that relate to this effort as necessary to resolve problems and coordinate the Services.
- 9. CITY DESIGNEE.** The duties of the City Designee are to (i) ensure that the Company delivers all requirements and specifications in the Contract; (ii) coordinate the City's resource assignment as required to fulfill the City's obligations pursuant to the Contract; (iii) promptly respond to the Company Project Manager when consulted in writing or by e-mail with respect to Service issues; and (iv) act as the City's point of contact for all aspects of the Services including contract administration and coordination of communication with the City's staff. The City shall be allowed to change staffing for the City Designee position on one (1) business day's notice to the Company.
- 10. DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL, AND FACILITIES.** The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City's personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility, or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel, or facilities other than those that Exhibit B specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities, or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility, or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility, or resource.
- 11. COMPANY PERSONNEL REMOVAL, REPLACEMENT, PROMOTION, ETC.** The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions providing Services under the Contract must be approved by the City in writing. The Company will replace any personnel that leave the Company, who provided Services under the Contract, with persons having at least equivalent qualifications. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors.
- 12. BACKGROUND CHECKS.** Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (i) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (ii) a reference check.

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

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

- If the job duties require driving: A motor vehicle records check.
- If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.
- If job duties include entering a private household or interaction with children: A sexual offender registry check.

The Company must follow all state and federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

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

The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

13. ACCEPTANCE OF TASKS AND DELIVERABLES. Within a reasonable time after a particular Deliverable has been completed (or such specific time as may be set forth in Exhibit B), the Company shall submit a written notice to the City's Designee stating the Deliverable(s) that have been met.

If the City Designee is not satisfied that the Deliverable(s) has been met, a notice of rejection (a "Rejection Notice") shall be submitted to the Company by the City Designee that specifies the nature and scope of the deficiencies that the City wants corrected. Upon receipt of a Rejection Notice, the Company shall: (i) act diligently and promptly to correct all deficiencies identified in the Rejection Notice, and (ii) immediately upon completing such corrections give the City a written, dated certification that all deficiencies have been corrected (the "Certification"). In the event the Company fails to correct all deficiencies identified in the Rejection Notice and provide a Certification within thirty (30) days after receipt of the Rejection Notice, the City shall be entitled to terminate this Contract for default without further obligation to the Company and without obligation to pay for the defective work.

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

14. NON-EXCLUSIVITY. The Company acknowledges that it is one (1) of several providers of professional services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.

15. EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS. Each party shall bear its own cost of negotiating this Contract and developing the Exhibits. The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date.

16. REPRESENTATIONS AND WARRANTIES OF COMPANY.

16.1. GENERAL WARRANTIES.

16.1.1. The Services shall satisfy all requirements set forth in this Contract, including but not limited to the attached Exhibits;

- 16.1.2. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under this Contract by virtue of interruptions in the computer systems used by the Company;
- 16.1.3. All Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 16.1.4. Neither the Services nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
- 16.1.5. The Company and each Company employee provided by the Company to the City shall have the qualifications, skills and experience necessary to perform the Services described or referenced in Exhibit B;
- 16.1.6. All information provided by the Company about each Company employee is accurate; and
- 16.1.7. Each Company employee is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such employees.
- 16.2. **ADDITIONAL WARRANTIES.** The Company further represents and warrants that:
 - 16.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
 - 16.2.2. It has all the requisite corporate power and authority to execute, deliver, and perform its obligations under this Contract;
 - 16.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;
 - 16.2.4. No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 16.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 16.2.6. The performance of this Contract by the Company and each Company employee provided by the Company will not violate any contracts or agreements with third parties or any third-party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks, or intellectual property rights).

17. OTHER OBLIGATIONS OF THE COMPANY.

- 17.1. **WORK ON CITY'S PREMISES.** The Company and all its employees will, whenever on the City's premises, obey all instructions and City policies that are provided with respect to performing Services on the City's premises.
- 17.2. **RESPECTFUL AND COURTEOUS BEHAVIOR.** The Company shall assure that its employees interact with City employees and the public in a courteous, helpful, and impartial manner. All employees of the Company in both field and office shall refrain from belligerent

- behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.
- 17.3. **REPAIR OR REPLACEMENT OF DAMAGED EQUIPMENT OR FACILITIES.** In the event that the Company causes damage to the City's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Company's action.
- 17.4. **REGENERATION OF LOST OR DAMAGED DATA.** With respect to any data that the Company or any Company employees have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.
- 17.5. **NC E-VERIFY REQUIREMENT.** The Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and shall require each of its subcontractors to do so as well.
- 17.6. **NC PROHIBITION ON CONTRACTS WITH COMPANIES THAT INVEST IN IRAN OR BOYCOTT ISRAEL.** Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract, Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs, and attorneys' fees incurred by the City in connection with any claim that this Contract, or any part thereof, is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

18. REMEDIES.

- 18.1. **RIGHT TO COVER.** If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits), the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:
- a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
 - b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due to the Company and, should the City's cost of obtaining or performing the services exceed the amount due the Company, collect the amount due from the Company.
- 18.2. **RIGHT TO WITHHOLD PAYMENT.** If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.
- 18.3. **SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.** The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of

- competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches this Contract.
- 18.4. SETOFF. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.
- 18.5. OTHER REMEDIES. Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

19. TERM AND TERMINATION OF CONTRACT.

- 19.1. TERM. This Contract shall commence on the Effective Date and shall continue in effect for two (2) years with the City having the unilateral right to renew for one (1) consecutive two-year (2-year) term, and then one (1) consecutive one-year term.
- 19.2. TERMINATION FOR CONVENIENCE. The City may terminate this Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, the Company shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. The foregoing payment obligation is contingent upon: (i) the Company having fully complied with Section 19.8; and (ii) the Company having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered through the termination date and the percentage of completion of each task.
- 19.3. TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one (1) or more of the following events:
- a. The other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - b. The other party attempts to assign, terminate, or cancel this Contract contrary to the terms hereof; or
 - c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee, or liquidator is appointed for it or any substantial part of other party's assets or properties.

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

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

- 19.4. **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one (1) or more of the following events (which shall each constitute separate grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- a. Failure of the Company to complete a particular task by the completion date set forth in this Contract;
 - b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, the Company's Proposal, or any covenant, agreement, obligation, term, or condition contained in this Contract; or
 - c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 19.5. **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the Services or any warranties or repossess, disable, or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 19.6. **CANCELLATION OF ORDERS AND SUBCONTRACTS.** In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall, upon termination, immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination.
- 19.7. **AUTHORITY TO TERMINATE.** The following persons are authorized to terminate this Contract on behalf of the City: (i) the City Manager, any Assistant City Manager, or any designee of the City Manager; or (ii) the Department Director of the City Department responsible for administering this Contract.
- 19.8. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all computer programs, files, documentation, media, related material, and any other material and equipment that are owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information," as defined in this Contract.
- 19.9. **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes, or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly, or annual reports covering the period to termination, nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 19.10. **OTHER REMEDIES.** The remedies set forth in this Section and Section 18 shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition

to any other remedies available under this Contract or at law or in equity.

20. TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to shift the Services of the Company to another provider or to the City itself as described below (the “Transition Services”). Transition Services may include, but shall not be limited to the following:

- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
- Notifying all affected service providers and subcontractors of the Company;
- Performing the Transition Services;
- Answering questions regarding the Services on an as-needed basis; and
- Providing such other reasonable services needed to effectuate an orderly transition to a new service provider.

21. CHANGES. In the event changes to the Services (collectively “Changes”), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a “Change Statement”). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all delivery dates and any associated price.

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

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

22. CITY OWNERSHIP OF WORK PRODUCT.

22.1. The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights, and other intellectual property rights relating thereto (collectively the “Intellectual Property”). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain, and enforce the City’s rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.

22.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the

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Sample Contract

Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes without the City's prior written consent and shall treat the Intellectual Property as "Confidential Information" pursuant to Section 26 of the Contract.

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

23. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

24. INDEMNIFICATION. To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation, or infringement of any copyright, trademark, patent, trade secret, or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees, or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness, or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to Worker's Compensation, failure to withhold taxes, and the like. For purposes of this Section: (i) the term "Indemnitees" means the City, any federal agency that funds all or part of this Contract, and each of the City's and such federal agency's officers, officials, employees, agents, and independent contractors (excluding the Company); and (ii) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges, and other liabilities (including settlement amounts).

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

This Section 24 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

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

party beneficiary.

26. CONFIDENTIAL INFORMATION.

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

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

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

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

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

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

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

26.1.7. *Local tax records of the City that contains information about a taxpayer's income or receipts.*

26.1.8. *Any attorney / City privileged information disclosed by either party.*

26.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*

26.1.10. *The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*

26.1.11. *Building plans of City-owned buildings or structures, as well as any detailed security plans.*

26.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility services.*

26.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories stated in Sections 26.1.3 through 26.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (i) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (ii) the Company will also comply with any more restrictive instructions or written policies that may be provided by the

City from time to time to protect the confidentiality of Highly Restricted Information.

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

- 26.2. RESTRICTIONS. The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
- 26.2.1. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.
 - 26.2.2. It shall not, directly or indirectly, disclose, divulge, reveal, report, or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor, or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.
 - 26.2.3. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - 26.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
 - 26.2.5. The Company shall use its best efforts to enforce the proprietary rights of the City and the City's vendors, licensors, and suppliers (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by this Contract.
 - 26.2.6. In the event that any demand is made in litigation, arbitration, or any other proceeding for disclosure of Confidential Information, the Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
 - 26.2.7. All materials which constitute, reveal, or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 26.3. EXCEPTIONS. The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:
- 26.3.1. Was already known to the Company prior to being disclosed by the disclosing party;
 - 26.3.2. Was or becomes publicly known through no wrongful act of the Company;
 - 26.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;
 - 26.3.4. Was used or disclosed by the Company with the prior written authorization of the City;
 - 26.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company

shall first give to the City notice of such requirement or request;

- 26.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.
- 26.4. UNINTENTIONAL DISCLOSURE. Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report, or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.
- 26.5. REMEDIES. The Company acknowledges that the unauthorized disclosure of the Confidential Information of the City will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

27. INSURANCE.

- 27.1. TYPES OF INSURANCE. The Company shall obtain and maintain during the life of this Contract, with an insurance company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg Risk Management Division the following insurance:
- 27.1.1. Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than one-million dollars (\$1,000,000) bodily injury each person, each accident and one-million dollars (\$1,000,000) property damage, or one-million dollars (\$1,000,000) combined single limit - bodily injury and property damage.
- 27.1.2. Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than one-million dollars (\$1,000,000) bodily injury each occurrence/aggregate and one-million dollars (\$1,000,000) property damage each occurrence/aggregate, or one-million dollars (\$1,000,000) bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal and advertising injury, and contractual liability, assumed under the indemnity provision of this Contract.
- 27.1.3. Workers' Compensation and Employers Liability: Meeting the statutory requirements of the State of North Carolina, one-hundred-thousand dollars (\$100,000) per accident limit, five-hundred-thousand dollars (\$500,000) disease per policy limit, one-hundred-thousand dollars (\$100,000) disease each employee limit.

The Company shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

27.2. OTHER INSURANCE REQUIREMENTS.

- 27.2.1. The City shall be exempt from, and in no way liable for any sums of money, which

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may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

- 27.2.2. The City of Charlotte shall be named as an additional insured for operations or services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.
- 27.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.
- 27.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.
- 27.2.5. If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.
- 28. COMMERCIAL NON-DISCRIMINATION.** The Company agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at: <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. The Company consents to be bound by the award of any arbitration conducted thereunder.
- 29. NOTICES.** Any notice, consent, or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail, or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For the Company:	For the City:
	Matthew Newlon
	Charlotte Water Acquisition and Compliance
	5100 Brookshire Boulevard
	Charlotte, NC 28216
Phone:	Phone: 980-229-7475
E-mail:	E-mail: matthew.newlon@charlottenc.gov

With Copy To:	With Copy To:
	Mandana D. Vidwan
	Senior Assistant City Attorney
	600 East Fourth Street, 15 th Floor
	Charlotte, NC 28202
Phone:	Phone: 704-432-2042

E-mail:

E-mail: mandana.vidwan@charlottenc.gov

All other notices shall be sent to the other party's Company Project Manager or City Designee at the most recent address provided in writing by the other party.

30. MISCELLANEOUS.

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

whatever extent possible without delay.

- 30.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Contract.
- 30.6.4. Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.
- 30.7. SEVERABILITY. The invalidity of one (1) or more of the phrases, sentences, clauses, or Sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 30.8. NO PUBLICITY. No advertising, sales promotion, or other materials of the Company, or its agents, or representatives may identify or reference this Contract or the City in any manner absent the written consent of the City.
- 30.9. APPROVALS. All approvals or consents required under this Contract must be in writing.
- 30.10. WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 30.11. SURVIVAL OF PROVISIONS. The following sections of this Contract shall survive the termination hereof:
- Section 4.4 "Employment Taxes and Employee Benefits"
 - Section 16 "Representations and Warranties of Company"
 - Section 19 "Term and Termination of Contract"
 - Section 22 "City Ownership of Work Product"
 - Section 24 "Indemnification"
 - Section 26 "Confidential Information"
 - Section 27 "Insurance"
 - Section 29 "Notices"
 - Section 30 "Miscellaneous"
- 30.12. CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value, or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract, or otherwise.
- 30.13. DRAFTER'S PROTECTION. Each of the parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall

- not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 30.14. **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state, and/or local laws regarding employment practices. Such laws will include, but shall not be limited to, Workers' Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all OSHA regulations applicable to the Services.
- 30.15. **CONFLICT OF INTEREST.** The Company covenants that its officers, employees, and shareholders have no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Services required to be performed under the Contract.
- 30.16. **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.
- 30.17. **HARASSMENT.** The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.
- 30.18. **TRAVEL UPGRADES.** The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract.
- 30.19. **TAXES.** Except as specifically stated elsewhere in this Contract, the Company shall collect all applicable federal, state, and local taxes which may be chargeable against the performance of the Services, and remit such taxes to the relevant taxing authority. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this Section. This Section shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.
- 30.20. **COUNTERPARTS.** This Contract may be executed in any number of counterparts, all of which taken together shall constitute one (1) single agreement between the parties.
- 30.21. **PRE-AUDIT.** No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.

[Signature Page Follows]

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Sample Contract

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed as of the date first written above.

COMPANY NAME

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE:

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A – PRICING

INTENTIONALLY LEFT BLANK FOR SAMPLE CONTRACT

EXHIBIT B – SCOPE OF SERVICES

INTENTIONALLY LEFT BLANK FOR SAMPLE CONTRACT



Charlotte Water Bill Insert Guidance

January 2023

Charlotte Water Bill Package

Charlotte Water sends a monthly bill package to customers who elect to receive a paper bill. The envelope package includes the water services bill, a beige return payment envelope and up to three bill inserts. Bill inserts are limited to a quantity of three due to the weight of package and postage costs. Roughly 10% of customers read the inserts entirely.

Quantity and Distribution

Ten months of the year, approximately 210,000 bill packages are mailed. In January and July, approximately 230,000 packages are mailed. The difference for those two months is due to the semi-annual billing for storm water-only customers. Bill inserts are distributed throughout the month in billing cycles. Bill inserts go to every customer receiving a bill by mail; no partial month or subdivided territories are possible. The service area for Charlotte Water is all of Mecklenburg County including Charlotte and the six Towns. Paperless customers do not receive inserts in any format.

Production

Artwork for the bill insert is created by the sponsoring agency. Charlotte Water does not create artwork files for other agencies. Lead times for bill insert production are typically 6-8 weeks. The final draft of the bill insert file is due on the 10th of the month before the month of distribution. For example, the bill insert file must be completed by April 10th for distribution with May bills.

Third Insert Eligibility

Charlotte Water offers the third insert space to local government entities only on a first come, first served basis. Local government entities include the City of Charlotte departments, Mecklenburg County departments and local Town departments. Partners of the local government agencies may not be the primary sponsor of the bill insert but may subsidize the cost of producing inserts. Private businesses and organizations may not sponsor bill inserts nor subsidize the cost of producing inserts. Charlotte Water reserves the right to refuse content or space availability.

Cost

Sponsoring entities should plan to pay the current bill insert printer either via PO/invoice or direct check. The current bill insert printer's City of Charlotte contract number should be included on the PO.

Design Specifications

Bill inserts should be professionally designed, visually appealing, and provide useful information that is applicable to every customer. A call to action is highly recommended.

- Size: Flat and finished size: 8 ½ x 3 1/2"
- Ink: Biolicity (soy-based ink) 4/4 Process
- Print Marks: Bleed 1/8", Crop Marks
- File type: pdf (template guidance provided)
- FSC logos and Version control to be added

Exhibit A

Charlotte Water Bill Insert Guidance

Process

1. Reserve your spot as early as possible by emailing Charlotte Water [Communications Team](#).
2. Establish a PO with the current bill insert printer to be invoiced for the printing of the insert.
3. Create artwork ensuring files are within specifications, using the current bill insert printer pdf pre-set file (provided to you via email) and including the product identifier code (provided to you via email) on the insert.
4. Email artwork files to the Communications Team on or before the 10th of the month.
5. Digitally approve the proof emailed to you from the current bill insert printer.

Exhibit B
Mail House Facility Insert Guidelines



iMail
Insert Guidelines

09/22/2018

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Key Requirements

Item Number

Each insert must contain a KUBRA item number to ensure accurate handling and insertion. The item number must be printed somewhere on the insert (lower right corner preferred) with a minimum 7pt font. Customers can obtain item numbers from KUBRA's Support Department or generate online through DocWeb Insert Manager.

Campaign Setup

Insert campaign requests must be submitted to KUBRA's Support Department minimum **5 business days** prior to the start date. Customers setting up their own insert campaigns may do so through DocWeb Insert Manager.

Delivery

Inserts must be delivered to one of KUBRA's production facilities minimum **2 business days** prior to the campaign start date.

Specifications

Kubra has the right to refuse inserts that do not meet the minimum specifications outlined within these guidelines. Any inserts that fall outside of these specifications must first be approved by KUBRA and may result in derogation of service levels and additional processing fees.

Overage

We recommend 3% overage to account for shipping damage, production wastage and possible volume fluctuations.

Contact Information

Questions, insert samples and approvals can be submitted to KUBRA's Support Department.

KUBRA
5050 TOMKEN RD
MISSISSAUGA ON
L4W 4B1
Tel.905.624.2220.300 or 1-800-766-6616
clientsupport@kubra.com

Exhibit B

Mail House Facility Insert Guidelines



Minimum Stock Weight

Insert Type	Offset Text (min wt)	Matte Text (min wt)	Silk Text (min wt)
Buckslip	60#	70#	80#
Folded sheet	50#	60#	70#

*Offset, Matte or silk finishes only (no gloss, AQ or varnish finishes)

**Maximum thickness is $\frac{1}{16}$ "

***Buck Slip or Single Panel Inserts must be run 'grain long'. The long edge must be cut parallel to the grain.

Production Ready Insert - Finished Size

The minimum dimensions for an insert are **6" x 3 1/2"**

The maximum dimensions for an insert are **8 1/2" x 3 7/8"**

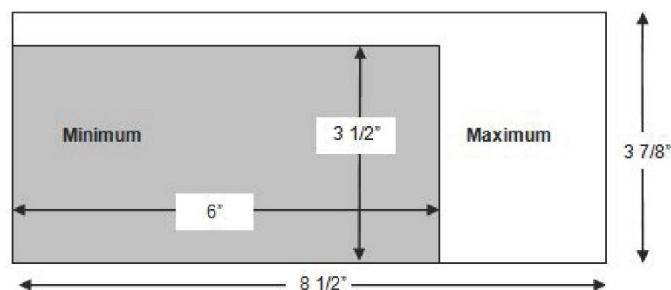


Exhibit B

Mail House Facility Insert Guidelines

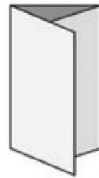


Fold Requirements for Sheet/Booklet

Acceptable



Half-Fold

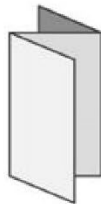


Tri-Fold
(3-Panel Roll Fold)

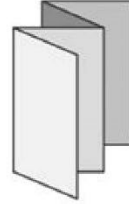


Roll Fold

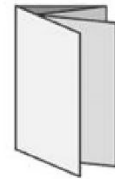
Not Acceptable



Z-Fold
(3-Panel Accordion Fold)



4-Panel Accordion Fold



Double Parallel Fold



Shipping and Packaging Requirements

It is the supplier's responsibility to ensure packaging is capable of adequately protecting product during normal transportation, storage and handling methods.

1. Packing Slip

All shipments must include a packing slip. The packing slips must include at minimum the following:

- Name and Item number of each insert shipped.
- Total quantity of each item shipped.
- Quantity per box of each item shipped.

2. Pallets

Pallets that contain multiple inserts must be identified as a **mixed pallet** and separated by cardboard dividers.

- Inserts must be shipped in 0-45lb cartons; please do not ship in Gaylord boxes.
- Maximum pallet height is 4 ½ feet.
- Pallets should be double plywood or slats. (40"x48" preferred).
- We recommend the use of layer sheets, stretch wrap, corner guards, skid toppers and banding.

3. Cartons and Packing

Cartons must be sturdy enough that inserts are not damaged or warped (any damaged boxes may be refused on delivery).

- Insert bundles must be banded (elastics or paper banding only).
- We do not accept insert bundles that are plastic wrapped or contain cardboard or paper covers.
- Insert bundles should be minimum 3" to maximum 6" thick and placed flat in cartons.
- We recommend the use of cardboard dividers to prevent shifting of material.

4. Identification

Each **pallet** should be flagged with the following:

Company "ABC"
Insert Description
Insert Item Number
Quantity "Per Pallet"
Pallet "1 of 4"

Exhibit B

Mail House Facility Insert Guidelines



5. Each **carton** must be labelled (side of box facing outwards) as follows and include the Company Name, Item Description, quantity per carton and Data Matrix type barcode containing the KUBRA item number. Minimum barcode size is 3/4" and 1/8" clear space around barcode. A sample of the insert must be adhered to each box.

Access the website site below and type in the KUBRA item number to generate the datamatrix barcode:

<http://www.barcode-generator.org/>

Company: XYZ
Description: H2O Insert

QTY/CTN
2000



30406-I-0042

Deliveries

Production facilities accept deliveries Mon-Fri 8:00am – 6:00pm. Any deliveries made outside of these hours are subject to approval and must be scheduled at least 24 hours in advance. Kubra does accept COD deliveries.

Production Facilities:

KUBRA Headquarters

5050 Tomken RD
Mississauga ON L4W 5B1
Tel: 905 624 2220

KUBRA America West

14105 S NORMANDIE AVE UNIT 2
GARDENA CA 90249
Tel: 310.756.1717

KUBRA America North East

30 Knox Drive
Piscataway, NJ 08854
Tel: 732-343-7845

KUBRA Dallas

955 Freeport Pkwy Ste 200
Coppell TX 75019
Tel: 972-538-1040



Insert Charges

The user must select from one of the three options listed below when creating a new item number in DocWeb Insert Manager. The option selected will be applied after an insert campaign expires or the insert is manually deactivated by the user.

Recycle

Recycling Fees apply:

- \$0.002 per insert.

Note: In addition to recycling the physical inserts we will automatically deactivate the inventory item. This inventory item will not be available for use in any future campaigns.

Returned

KUBRA uses a third party courier to ship inserts back to the customer:

- Flat rate - \$25.00 (courier charges are extra).

Note: In addition to returning the physical inserts we will automatically deactivate the inventory item. This inventory item will not be available for use in any future campaigns.

Storage

Kubra charges for the storage of inserts under the following circumstances:

- Inserts received two months or more prior to insert start date.
- Post campaign; residual inserts that have been inactive for more than 3 months.

Storage fees: (All charges are on a per month basis).

- \$0.002 per insert.

* The system will automatically recycle inserts that have been inactive for more than 12 months.

Exhibit C

Print Ready Files – Bill Inserts

Companies are required to mail samples of their printed Charlotte Water Bill Inserts for every Paper Stock Option that they are providing a unit price for within Section 6, Form 4, Pricing Worksheet for City evaluation. The Company should use the attached Print Ready Files – Bill Inserts to create the samples. These samples should be mailed to the address below to be received by **May 16, 2023 no later than 2:00 p.m. EST.**

Matthew Newlon
Charlotte Water Acquisition and Compliance
5100 Brookshire Boulevard
Charlotte, NC 28216

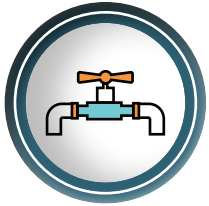
Charlotte Water has over 100 planned and ongoing improvement projects in our service area

Charlotte Water is proud to serve high quality water and wastewater services to over 1.1 million customers across Mecklenburg County

To learn more, visit our projects at **charlottewater.org**



**Getting ready for spring cleaning?
Don't forget to check for at home leaks too!**



Locate your home's
main shut off valve in
case of emergency



Keep an eye on your
monthly bill to catch
leaks early



Repair dripping
faucets, spigots,
or appliances



Check and replace
toilet flappers to
prevent silent leaks

To learn more about
tackling at-home
leaks, visit our blog:



30320-I-0452
March 2023





Join us for a day of family fun at the Quest Nature Center!

The event is **free and open to the public**, rain or shine. There will be games, activities, and more!

Location:

Quest at Latta Nature Preserve
6345 Sample Rd. Huntersville, NC 28078

Date: Saturday, May 6th, 2023

Time: 11am - 3pm



CHARLOTTE
WATER

Learn more at cltwaterblog.org



Mecklenburg County
Park and Recreation



30320-I-0454
April 2023

Planting This Spring?

Stay water-wise in your garden by
following our tips and tricks such as:

- ✿ Planting drought tolerant native grasses and flowers
- ✿ Grouping into irrigation zones
- ✿ Mulch!

See our
gardening blog
series to learn more!

