



# **CITY OF ROCKY MOUNT**

**Human Resources Department**

**Request for Proposal #: 320-300622RP Re-Bid**

**Drug & Alcohol Testing Services**

**Date of Issue: 8/9/2022**

**Proposal Opening Date: 8/19/2022**

**At 04:00 PM ET**

**Direct all inquiries concerning this RFP to:**

Ramona Plemmer

Senior Purchasing Technician

Email: [ramona.plemmer@rockymountnc.gov](mailto:ramona.plemmer@rockymountnc.gov)

Phone: 252-972-1226

## CITY OF ROCKY MOUNT

### Technology Services

**Refer ALL Inquiries regarding this RFP to:**  
**Ramona Plemmer**  
**Senior Purchasing Technician**

**Request for Proposal # 320-300622RP Re-Bid**

**Proposals Due Date: August 19, 2022, 4:00 pm**

**Contract Type: Services**

#### **EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or the City. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any City Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the City, or from any person seeking to do business with the City. By execution of this response to the RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot be accepted.**

|   |                   |                    |
|---|-------------------|--------------------|
| COMPLETE/FORMAL NAME OF VENDOR:   |                   |                    |
| STREET ADDRESS:   | P.O. BOX:         | ZIP:               |
| CITY & STATE & ZIP:   | TELEPHONE NUMBER: | TOLL FREE TEL. NO: |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12): |                   |                    |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:   |                   | FAX NUMBER:        |
| VENDOR'S AUTHORIZED SIGNATURE*:   | DATE:             | EMAIL:             |

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here:  days.

#### **ACCEPTANCE OF PROPOSAL**

If any or all parts of this proposal are accepted by the City of Rocky Mount, an authorized representative of the City of Rocky Mount Purchasing Office shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

**FOR CITY USE ONLY:** Offer accept and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on the attached certification, by \_\_\_\_\_

**(Authorized Representative of City of Rocky Mount Purchasing Office)**

**PRE-AUDIT:** This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Date

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connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

## 2.5 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its proposal has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each proposal when received. Any proposal—submitted after the proposal deadline will be rejected. For hand delivered bids please note that the Frederick E. Turnage Municipal Building requires all visitors to sign in with the guard stationed on the first floor. Visitors will only have access through the building accompanied with a City employee.

[By Mail]

| Mailing address for delivery of proposal via US Postal Service  | Office Address of delivery by any other method (special delivery, overnight, or any other carrier).  |
|---|--|
| <p><i>PROPOSAL NUMBER: 320-070622RPRé-Bid</i></p> <p>Attn: Ramona Plemmer</p> <p>City of Rocky Mount</p> <p>PO Box 1180</p> <p>Rocky Mount NC 27802</p> | <p><i>PROPOSAL NUMBER: 320-070622RPRé-Bid</i></p> <p>Attn: Ramona Plemmer</p> <p>City of Rocky Mount</p> <p>331 S. Franklin Street</p> <p>Rocky Mount NC 27802</p> |

For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the City's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the department's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.**

- a) Submit **one (1) signed, original executed** proposal responses, one [1] photocopy to the address identified in the table above.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

## 2.6 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- d) Completed version of ATTACHMENT A: PRICING
- e) ATTACHMENT B: INSTRUCTIONS TO BIDDERS
- f) Completed and signed version of ATTACHMENT C: ACCEPTANCE OF GENERAL TERMS AND CONDITIONS







### 3.3 PROPOSAL EVALUATION PROCESS

The City shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. **The City will conduct a One-Step evaluation of Proposals:**

Proposals will be received from each responsive Vendor according to the method of submission specified in Section 2.6 of this RFP.

All proposals must be received by the issuing department not later than the date and time specified on the cover sheet of this RFP.

At that date and time, the proposal from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below RFP.

Vendors are cautioned that this is a request for proposal, not a request or an offer to contract, and the City reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the City.

### 3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the City:

|   |           |
|---|-----------|
| Demonstration of the firm's ability to successfully complete all requirements as specified in the Scope of Work | 15 points |
| Cost of Services  | 20 points |
| Drug Testing Experience   | 15 points |
| Performance History (References)  | 10 points |
| Suitability of Approach / Methodology   | 40 points |

### 3.5 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department’s needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a proposal in its entirety.

## 4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for

the City to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.4.

#### 4.1 CONTRACT TERM

The Contract shall have an initial term of two (2) years, beginning on the date of contract award (the "Effective Date"). The Vendor shall begin work under the Contract within thirty (30) business days of the Effective Date. The total Contract, including any renewal, may not exceed five (5) years. The fee(s) will remain firm through the initial contract term and will include all charges that may be incurred in fulfilling the requirements of this initial contract. The City shall have the option to renew the contract for one (3) additional one (1) year terms. Changes in cost for renewal will be based on mutual agreement between both parties. For any pricing increases the contractor will need to provide written justification and documentation to support such request.

#### 4.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PRICING FORM and include in Proposal.

Proposal price shall constitute the total cost to Buyer including but not limited to

Attach an itemized quote to the pricing form.

#### 4.2 INVOICES

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted to the following address: Accounts Payable  
PO Box 1180  
Rocky Mount, NC 27802

#### 4.3 MINORITY BUSINESS PARTICIPATION

The Bidder has the responsibility to make a good faith effort to solicit minority proposals and to attain the aspirational ten percent (10%) goal. We encourage all Bidders even MWBE/HUBs to obtain the aspirational goal where sub-contracting and supplier opportunities exist.

| MWBE FIRM | OWNERSHIP STATUS | ADDRESS | WORK TYPE |
|-----------|------------------|---------|-----------|
|           |                  |         |           |
|           |                  |         |           |
|           |                  |         |           |

#### 4.4 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. The City shall contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the proposal. If the City of Rocky Mount references are provided it cannot be counted towards your three (3) required references but may be included in addition to.

| COMPANY NAME | CONTACT NAME | TELEPHONE NUMBER |
|--------------|--------------|------------------|
|--------------|--------------|------------------|

|                                      |  |  |
|--------------------------------------|--|--|
|                                      |  |  |
|                                      |  |  |
|                                      |  |  |
| <b>Optional:</b> City of Rocky Mount |  |  |

#### 4.5 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The City will approve or disapprove the requested substitution in a timely manner. The City may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the City may request acceptable substitute personnel or terminate the contract services provided by such personnel.

#### 4.6 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the City under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractors(s) that may be approved by the City. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

### 5.0 SCOPE OF WORK

#### 5.1 GENERAL

The City of Rocky Mount, NC, seeks qualified firms/companies to submit a proposal to conduct drug and alcohol testing services.

All proposals shall be made on the basis of and either meet or exceed the requirements contained herein. Failure to provide any of the following requirements shall be ample cause for proposal to be considered non-responsive and/or rejected. All those submitting proposals shall be able to provide the following at a minimum:

- Provide drug and alcohol testing on an “as-needed” basis, minimally between Monday through Friday. Extended weekend operational hours are highly preferred. The Offeror should have the flexibility of performing services after hours when needed. If the extended hours are not possible, then Offeror shall notate in their proposal submission how they intend to compensate for the extended hours (i.e. breath alcohol testing equipment rental, etc.).
- Provide full-service drug and alcohol testing and Medical Review Officer (MRO) services. Training, assistance and the supply of necessary equipment for off-site collections, as needed.
- Organize, coordinate and supervise professional aspects of the services contract in cooperation with the designated department representatives.
- Comply with all City, State and Federal laws and regulations regarding the provision of drug and alcohol testing.
- It is preferred for the Offeror to have a facility located within thirty (30) minutes normal driving distance from the Rocky Mount City Hall Building (located at 331 S Franklin Street, Rocky Mount, NC 27802) for collections; however, the City is open to collections being completed on-site if that is the preference selected by the Offeror. Offeror shall clearly indicate in their proposal where collections would take place.
- Utilize a method of providing Random Test Collection Services.

## DRUG TESTING

Offeror shall provide drug testing services for City employees and must have the ability to provide facilities for unobserved and observed drug testing. Offeror shall be capable of performing the services listed below:

- Ability to design and manage random drug testing programs that comply with city or federal requirements from the Department of Transportation (DOT) or Non-DOT, as well as the Federal Transportation Administration (FTA) and the Federal Motor Carrier Safety Administration (FMCSA), including:
  - Random selection monthly generation report using appropriate software program;
  - Convenient sites for specimen collection;
  - Forensic laboratory analysis;
  - Chain of custody and laboratory procedures;
  - MRO services;
  - MRO follow-up with employees testing positive;
  - Records maintenance and statistical reports that comply with state and federal regulations.
- Anticipated Annual Volume for DOT FMCSA & FTA Drug Testing Services: The following numbers are estimates for January 2021 to January 2022 for the requested services: 145 random tests. These figures are based on current employee count and take into consideration City policy which mandates 50% random testing.
- The current contract for drug and alcohol testing services utilizes a combination of in-house collections and vendor-provided collections services. The City desires to continue the ability for a combination of in-house collection and vendor-provided collections with the selected vendor. The City is not currently utilizing mobile collectors.
- Provide pre-employment, random, post-accident, reasonable suspicion, return-to-duty and follow-up testing that comply with city or federal guidelines. Anticipated Annual Volume for Services: The following numbers are estimates for DOT testing: 1-5 follow-up tests and 1-5 post-accident tests.
- Provide an electronic database of employees in the various pools and testing programs along with their test results. The Offeror must be capable of transmitting and receiving drug testing information electronically. Access of data via a secured website connection is desirable.

- Anticipated Annual Volume for 10-panel Non-DOT Drug Testing Services:* The following numbers are estimates for January 2021 to January 2022 for the requested services: 100 pre-employment, 110 random. These figures are based on current employee count.

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- Cut-off levels for drug panels will be those established by industry standards for non-DOT panels. Split specimen collection services shall also be provided upon request.

### **BREATH-ALCOHOL TESTING**

Offeror shall provide alcohol testing services for estimation of 25 employees annually. The Offeror(s) must be able to provide breath alcohol testing and be capable of performing the following services:

- Design and manage a random alcohol testing program that complies with federal requirements for DOT testing, including:
  - Random selection by computer.
  - Establish a private testing area to prevent unauthorized people from hearing or seeing test results;
  - Use only a DOT approved Evidential Breath Testing (EBT) device
  - Maintenance and statistical reports that comply with state and federal regulations
- Report any result of 0.02 or greater immediately to the appropriate Designated Employer Representative (DER) or his or her designee.
- Comply with all federal and state requirements pertaining to equipment and staff. Provide the City of Rocky Mount's DER's with the following:
  - Records pertaining to the calibration, inspection, and maintenance of each EBT;
  - Records of the training and proficiency testing of each Breath Alcohol Technician.
  - Records of the training and proficiency testing of each Medical Review Officer (MRO).
  - Records of the training and proficiency testing of each Urine Specimen Collector
  - Records of the training and proficiency testing of each laboratory.
  - Records of the training and proficiency testing of each Screening test Technician.

### **MEDICAL REPORTS**

Offeror shall provide reporting capabilities to the City of Rocky Mount. Each report/log listed below shall be sent to the respective DER for the respective department(s) or his or her designee. See above section 5.3.2 for more information regarding DER's.

- At a minimum, the Offeror shall provide a Drug Audit Log once every six (6) months. The Drug Audit Log shall include:
  - The Exam Date
  - Employee ID
  - Test Results
  - Testing Reason
  - Type of Test Administered (5 Panel or 10 Panel testing)
- The Drug Audit Log shall also include the following information for post-Offer (preemployment) and Accident or Unsafe Practice testing:
  - The number of positive tests
  - The number of negative tests
  - The number of refused tests
  - The number of adulterated tests
  - The number of substituted tests
  - The number of cancelled tests
  - The number of pending tests
  - The number of invalid tests

- Each of the testing categories shall be totaled for the report

- At a minimum, the Offeror shall provide a Breath Alcohol Testing Summary once every six (6) months. The Breath Alcohol Summary shall include:
  - Type of Test
  - Results of test  $\geq 0.02$  but  $\leq 0.04$
  - Total of tests administered
- Annualized Laboratory Testing Results. This information should be shared directly from the laboratory utilized by the Offeror and should include the following totaled information:
  - Pre-employment testing
  - Random testing
  - Return-To-Duty testing
  - Post-Accident Testing
  - Reasonable Suspicion/Cause Testing
  - Follow-Up Testing
  - Specimens Reported Negative
  - Number of Negative and Dilute Specimens
  - Number of Specimens reported as rejected due to:
    - Fatal Flaws
    - Uncorrected Flaw
  - Adulterated Specimens
  - Substituted Specimens
  - Number of invalid results
  - Number of specimens reporting positive for each element of either the 5-panel test or the 10-panel test administered.

### **CONSULTING SERVICES**

The Contractor's staff, including MROs and physicians, must be available for consultation with the City of Rocky Mount staff on an as-needed basis, Monday through Friday. The chosen contractor will be expected to provide all necessary documentation regarding staff credentials with proposal submission.

### **OTHER SERVICES**

In the event City of Rocky Mount staff is operating motor vehicles outside of the City on official City business, i.e., school field trips or transporting vehicles, and urine or breath tests are needed, the Contractor(s) must be able to arrange for and provide urine/breath specimen gathering services outside of the local area within eight (8) hours of notification by the City's Administrators. The local area for this purpose is defined as 100 miles from the City of Rocky Mount. The Offeror may submit information on additional services they offer and would recommend to the City in addition to the services listed in this RFP.

## **5.3 TASKS/DELIVERABLES**

Offeror shall provide full-service drug testing, collection service, remote and onsite collection service, alcohol testing, random testing/random selection service, and individual testing services.

- Operational Plan
- Recordkeeping
- Random Selection Methodology and Tool
- MRO access to DOT Clearinghouse
- Inform the City of any changes to their process in writing
- Provide credentials for all assigned and contracted MRO, Urine Specimen Collector, Screen Test Technician, Breath Alcohol Technician in accordance with Part 40 and 199
- Be prepared to be audited using the PHMSA Substance Abuse Program Specimen Collection Sites [Form 3.1.7] by the City's compliance team annually
- Be adequately staffed to conduct direct observation regardless of employee's sex
- Be prepared to be audited by the North Carolina Utilities Commission every two years
- Provide cyclic reports every six months



## 5.4 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

## 5.5 PROJECT PLAN

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's project plan for accomplishing the tasks outlined in the Scope of Work section of this RFP. To include for each task the number of hours, proposed start date, proposed end date, and detailed proposed on-site and/or off-site training during the project.

## 5.9 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the City, up to 3 months after such end date all such reasonable transition assistance requested by the City, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the City or its designees. If the City exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The City shall pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized

## 6.0 CONTRACT ADMINISTRATION

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### 6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the City a project manager. The project manager shall be the City's point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

### 6.2 POST AWARD MANAGEMENT REVIEW MEETINGS

The Vendor, at the request of the City, shall meet periodically **[monthly]** with the City for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

### 6.3 CONTINUOUS IMPROVEMENT

The City encourages the Vendor to identify opportunities to reduce the total cost the City. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

### 6.4 PERIODIC **MONTHLY** STATUS REPORTS

The Vendor shall provide comprehensive Management Reports to the designated Contract Lead on a monthly basis. This report shall include, at a minimum, information concerning *[the number of tests performed and under what category, e.g., non-DOT, PHMCSA, etc., the test results, problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules]*. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within **thirty (30)** business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

### 6.5 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the City's Contract Lead for resolution. A claim by the City shall be submitted in writing to the Vendor's

Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

## **6.6 CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the City and Vendor.

## **ATTACHMENT A: PRICING**

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The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the City of Rocky Mount for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete in accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the City of Rocky Mount for the base sum of:

|                    |           |
|--------------------|-----------|
| <b>TOTAL COST:</b> | <b>\$</b> |
|--------------------|-----------|

***\*\*Vendor shall fill in the "TOTAL COST" above as well as attach a separate pricing sheet, to include unit pricing for the services listed therein and include any administrative fees/cost. \*\****

