

Dear Interested Subcontractor:

Thank you for your firm's interest in working with RodgersLeeper.

To be included in our subcontractor management program, each subcontractor is required to prequalify by submitting a complete Trade Contractor Prequalification Application and the Bid Notice Bulletin. In addition to completing the aforementioned documents, you will need to submit the following required documents based on your responses:

1. Safety and Insurance Documentation
 - a. Current Safety and Substance Abuse Policy
 - b. OSHA 300 and 300a logs from the past three years
 - c. Certificate of Insurance – Requirements are \$1M general liability (per project limits) and auto; \$3M Excess, State Statutory Limits for Worker's Compensation
2. Financial and Bonding information:
 - a. Financial Statements including most recent audited Balance Sheet and Income Statement
 - b. A signed project-specific letter from your bonding agent stipulating current amount of bonding capacity per project, aggregate limit, bond rate and identifying the surety including A.M. Best Rating.
 - c. Completed IRS W-9 Form, Request for Taxpayer Identification and Certification
3. Licensing and Certifications:
 - a. Minority Certification Letter from Governing Authority
 - b. Applicable Licenses: General Contractor's license required for work over \$30,000.00. Licenses for work associated with architectural, electrical, mechanical and plumbing.
 - c. North Carolina Business License or reciprocal License

Prior to submitting your application, please be familiar with RodgersLeeper's bonding requirements: Separate Payment and Performance Bonds are required on all subcontracts of \$100,000 or greater. If the scope of work relates to building exterior; e.g., windows, roofing, EIFS, precast panels, brick veneer, etc., separate Payment and Performance Bonds are required regardless of the value of the scope of work.

Please submit your completed application to William Satterfield, Risk Manager, Post Office Box 18446, Charlotte, NC 28218. For additional information, feel free to contact Will at 704.537.6044 or JCCPrequal@rodgersbuilders.com. Once your completed application has been received by RodgersLeeper, we will immediately begin the review process and will contact you regarding your approval status as soon as possible.

Again, thank you for your interest in working with RodgersLeeper.

Very truly yours,



William J. Satterfield AIC, ARM
Risk Manager

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: **RodgersLeeper**
5701 N. Sharon Amity Road (28215)
Post Office Box 18446
Charlotte, NC 28218

Phone: 704.537.6044
www.rodgersbuilders.com

Please remit to:
JCCPrequal@rodgersbuilders.com

Section 1 – Company Information

Company Name: _____ Corporation ☐

Mailing Address: _____ Partnership ☐

City, State, Zip: _____ Individual ☐

Street Address: _____ Joint Venture ☐

City, State, Zip: _____ Other ☐

Principal Office: _____ Dun & Bradstreet No.: _____

City, State, Zip: _____ Federal ID or SS #: _____

Phone: _____ E-mail: _____

Fax: _____ Website: _____

Contact Name: _____

Project Name (if applicable): _____

Scope(s) of work for which you are prequalifying : _____

Section 2 - Organization

1. How many years has your organization been in business? _____
2. How many years has your organization been in business under its present business name? _____
3. List any former names your organization has operated under:

4. Is your company a subsidiary or affiliate of another firm? Yes ☐ No ☐

A. If yes, what is the parent company's name? _____

B. Also list all other subsidiaries or affiliates. _____

5. If your organization is a corporation, to include limited liability corporation, answer the following:

Date of incorporation: _____

State of incorporation: _____

Name of CEO: _____

Name of President: _____

Key Personnel: _____

6. If your organization is a partnership, to include limited liability partnership, answer the following:

Date of partnership: _____

Type of partnership: _____
(if applicable)

Names of General Partners: _____

7. If your organization is individually owned, answer the following:

Date of organization: _____

Name of Owner(s): _____

Section 3 - Licensing

1. Has a complaint ever been filed with any State Licensing Board against your firm? Yes ☐ No ☐

If yes, please describe: _____

2. Indicate licenses, with license numbers, for which you are qualified to do business, (e.g. electrical, fire protection, state or county business licenses, etc.).

License type & State _____	License number _____
License type & State _____	License number _____

Section 4 - Experience

1. Has your organization within the last five years ever failed to complete any work awarded? Yes ☐ No ☐

If yes, please describe: _____

2. Are there any judgments, claims, or arbitration proceedings or suits pending or outstanding against your organization or its officers within the last five years? Yes ☐ No ☐

If yes, please describe: _____

3. Has your organization filed any lawsuits or requested arbitration with regard to contracts within the last five years?

If yes, please describe and list each lawsuit or arbitration filing:

Yes ☐ No ☐

4. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? Yes ☐ No ☐

If yes, please describe: _____

5. Within the last (3) three years has your company performed any work for Rodgers? Yes ☐ No ☐

If yes, please describe: _____

- Project Name: _____
- Rodgers Project Manager Name: _____
- Contract Amount: _____

6. **On a separate sheet**, list 3 each major projects your organization has ***in progress and has completed*** for the scope of work that you are prequalifying for. If applicant has healthcare experience please list those projects. Provide the following information for **each** project:
- Project name & owner
 - General contractor (please list other than yourself)
 - GC contact name & phone number
 - Contract amount
 - Scope of work
 - Completion date (actual or expected)
 - Percentage of work performed with your own forces
7. Indicate the type of projects in which your company has experience: (*check all that apply*)
- ☐ Residential ☐ Commercial ☐ Industrial ☐ Health Care ☐ Mixed Use
- ☐ Senior Living ☐ Institutional
8. Indicate your preferred project size. _____
9. What scope(s) of work do you typically subcontract to other companies? _____

Section 5 - References

1. **On a separate sheet**, list four trade/credit references. Include the following for each reference:
Company name, address, telephone number, and contact name

Section 6 - Safety & Loss Prevention

1. Do you have a written safety and health program? Yes ☐ No ☐
If yes, please attach your safety policy.
2. Please attach OSHA 300A and 300 Logs for the last three years.
3. In the last 3 years, has your company ever received a Serious, Willful, or Repeat violation under the OSHA Construction or General Industry Standards? Yes ☐ No ☐
If yes, please attach a letter from your Safety Director explaining the citation(s) and remediation measures taken.
4. Please list your company's Experience Modification Rate (EMR) for the last three years.
- Year: _____ EMR: _____ Year: _____ EMR: _____ Year: _____ EMR: _____
5. Do you have a Substance Abuse Policy? Yes ☐ No ☐
If yes, please check the following that apply and supply copy of your Substance Abuse policy:
- ☐ Pre-employment testing post ☐ Accident testing
- ☐ Random testing ☐ For cause testing

6. Provide a copy of your current certificate of insurance (General Liability, Auto, Workers' Compensation & Excess Liability).
7. List bank reference. *(Use a separate sheet for additional references)*

Name of banking company: _____

Address: _____

Telephone number: _____

Contact person: _____

8. Is your firm able to provide a payment and performance bond? Yes ☐ No ☐
If yes, please attach a project-specific signed letter from your bonding agent stipulating current amount of bonding capacity per project, aggregate limit, bond rate and identifying the surety including A.M. Best Rating.

Section 7 – Financial/Operational *(This information will remain confidential.)*

1. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement. (Please note this information is required to process your application.)

2. Indicate below the annual sales volume for the last three (3) years:

Year _____ \$ _____ Year _____ \$ _____ Year _____ \$ _____

3. What is your backlog?

Today: \$ _____ Last Financial Statement: \$ _____ 12 months ago: \$ _____

4. Attach your company's IRS Form W-9, Request for Taxpayer Identification and Certification (Rev. September 2007)

Section 8 – Signature

I, _____ being duly sworn, deposes and says that the information provided on the prequalification application herein is true and sufficiently complete so as not to be misleading.

Firm Name: _____

By: _____

Title: _____

Dated this _____ day of _____, 20____

Subscribed and sworn before me this _____ day of _____, 20____

Notary Public: _____

Print Name

My commission expires: _____

Rodgers requests that your company submit the information requested below to enable us to ensure your company receives bid notices via email in a timely manner. Please promptly return completed bulletin via fax to 704.566.9295. Upon receipt, your company/contact information will be entered into bid notification database.

In addition, to be awarded a subcontract or invited to bid on projects requiring subcontractors to be prequalified, you must submit a completed *Trade Contractor Prequalification Application*. To obtain the application, please visit www.rodgersbuilders.com and reference the Trade Prequalification Form under Resources. Please complete the form in its entirety and return to Rodgers (Attn: Risk Manager), 5701 North Sharon Amity Road, Charlotte, NC 28215. If you have any questions, please call 704.537.6044 and speak with a preconstruction administrative professional. Thank you.

Section 1 – Primary Bid Contact

Company Name: _____

Contact name and Title (Required): _____

Address: _____

Phone: _____ Email Address: _____

Website: _____

Recommendation: Many contractors are establishing a generic bid notice email address, especially useful if there are multiple contacts or offices within a company who need to receive bid notices, e.g., "estimating@XYZcompany.com".

Section 2 – Geographic Market Served

- ☐ NC Cape Fear
- ☐ NC Eastern
- ☐ NC Piedmont
- ☐ NC Sandhills
- ☐ NC Triad
- ☐ NC Triangle
- ☐ NC Western

- ☐ SC Central
- ☐ SC Coastal
- ☐ SC Lowcountry
- ☐ SC Peedee
- ☐ SC Upstate

- ☐ All Carolina Markets
- ☐ GA Market
- ☐ TN Market
- ☐ VA Market



Section 3 – Scopes of Work

Division No.	Code	Description

Section 4 – Minority Ownership/HUB Firms

North Carolina	SWUC (Statewide Uniform Certification Program) <input type="checkbox"/> SBO (Small Business Opportunity Program) <input type="checkbox"/> MWSBE (Minority, Woman & Small Business Enterprise Program) <input type="checkbox"/> City of Durham <input type="checkbox"/>
South Carolina	MBE (Minority Business Enterprise Program) <input type="checkbox"/>
Georgia	MBE (Minority Business Enterprise Program) <input type="checkbox"/>
Tennessee	GO-DBE (Governor's Office of Diversity Business Enterprise Program) <input type="checkbox"/>
Virginia	SWaM (Small, Women & Minority Owned) <input type="checkbox"/>

Attachment 1 CONFIDENTIALITY
AGREEMENT

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made and entered into as of this _____ day of _____ ,
20 ____ (the "Effective Date"), by and between the City of Charlotte, a North Carolina municipal corporation ("City") and
_____ (DATA USER).

WHEREAS, the City and DATA USER are contemplating or have entered into certain business relationships in connection with which DATA USER has obtained or may need to obtain confidential information of the City or its licensors, contractors or suppliers; and

WHEREAS, the City and DATA USER wish to stipulate and agree that beginning with the Effective Date, any future disclosure of confidential information in connection with such relationships will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

NOW, THEREFORE, in consideration of the pursuit of current discussions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

1. **CONFIDENTIAL INFORMATION.** "Confidential Information" means any information in any medium (whether written, oral or electronic), obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

1.1. *Trade secrets.* For purposes of this Agreement, 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.

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

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

1.4. *Any attorney / client privileged information disclosed by the City.*

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

1.6. *Personal identifying information about individuals* that the City is prohibited from disclosing by law, including:

- (a) Social security or employer taxpayer identification/lumbers.
- (b) Drivers license (drivers license numbers are not included if the number appears on law enforcement records), State identification card, or passport numbers.
- (c) Checking account numbers.
- (d) Savings account numbers.
- (e) Credit card numbers.
- (f) Debit card numbers.
- (g) Personal Identification (PIN) Code as defined in G.S. 14-113.8(6).
- (h) Digital signatures.
- (i) Any other numbers or information that can be used to access a person's financial resources.
- (j) Biometric data.
- (k) Fingerprints. (l) Passwords.

1.7. *The security features of the City's electronic data processing systems, information technology systems, telecommunications networks, and electronic security systems,* including passwords, security standards, security logs, procedures, processes, configurations, software and codes.

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

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.*

1.10. *Building plans of city-owned buildings or structures, as well as specific details of public security plans.*

1.11. *Plans to prevent or respond to terrorist activity,* including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure or information storage system(s).

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

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

The information described in Sections 1.5 through 1.12 is a subcategory of Confidential Information called "Highly Restricted Information." Highly Restricted Information is subject to all requirements applicable to Confidential Information, but is also subject to additional restrictions as set forth in this Agreement.

The parties acknowledge that Confidential Information includes information disclosed prior to execution of this Agreement as well as information disclosed beginning with the Effective Date of this Agreement. The parties agree that DATA USER may only be held liable for disclosure of Confidential Information beginning with the Effective Date which constitutes a breach of the Agreement.

2. **RESTRICTIONS AND REQUIREMENTS.** DATA USER shall comply with the following restrictions and requirements regarding Confidential Information:
 - 2.1. DATA USER shall comply with the City's Restricted Data Policy, a copy of which is posted on the City's website, and with any instructions or procedures issued by City key business units from time to time with respect to protecting specific types of Confidential Information.
 - 2.2. DATA USER shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
 - 2.3. DATA USER, as of the Effective Date of this Agreement shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or DATA USER who:
(a) has a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the DATA USER, and (b) has executed a confidentiality agreement incorporating substantially the form of this the Agreement. Notwithstanding the forgoing, DATA USER, as of the Effective Date of this Agreement shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party, who has a direct relationship with the Data User, without the City's prior written consent.
 - 2.4. DATA USER shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Agreement or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - 2.5. DATA USER shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
 - 2.6. DATA USER shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Agreement.
 - 2.7. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, DATA USER shall assert this Agreement 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.
 - 2.8. 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.
 - 2.9. DATA USER shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

2.10. DATA USER shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Agreement. DATA USER shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Agreement, including compliance with the City's Restricted Data Policy.

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

3. **EXCEPTIONS.** The City agrees that DATA USER shall have no obligation with respect to any Confidential Information that the DATA USER can establish:

3.1. was disclosed to third party users, in the normal course of operations related to business relationships, prior to the Effective Date;

3.2. ;

3.3. was already known to DATA USER prior to being disclosed by the City;

3.4. was or becomes publicly known through no wrongful act of DATA USER;

3.5. was rightfully obtained by DATA USER from a third party without similar restriction and without breach hereof;

3.6. was used or disclosed by DATA USER with the prior written authorization of the City;

3.7. was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, DATA USER shall first give to the other party notice of such requirement or request;

3.8. was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the DATA USER shall take reasonable steps to obtain an agreement or protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.

4. **REMEDIES.** DATA USER acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if DATA USER 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.

5. **DATA.** DATA USER will treat as Confidential Information all data provided by the City or processed for the City or for citizens under this Agreement (including metadata). Such data shall remain the exclusive property of the City. DATA USER will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Contract.

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

For {Data User}:

For the City:

PHONE: _____ PHONE: _____

FAX: _____ FAX: _____

E-MAIL: _____ E-MAIL: _____@charlottenc.gov

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice of breach or default 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. Any notice of a breach or default under this Agreement shall also be sent to:

For DATA USER

For the City

Name _____

Lina James

Company: _____

Office of the City Attorney

Address: _____

15th Floor, CMCG

600 East Fourth Street

City, State, Zip: _____

Charlotte, N.C. 28203-2841

PHONE: _____

PHONE: 704-336-4111

FAX: _____

FAX: 704-632-8345

EMAIL: _____

lejames@charlottenc.gov

7. MISCELLANEOUS

7.1. **AMENDMENT.** No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

7.2. **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Agreement, and all other matters relating to this Agreement (all without regard North Carolina conflicts of laws principles). Any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Agreement, the parties submit to

the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any of the above courts.

7.3. **BINDING NATURE AND ASSIGNMENT.** This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

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

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

Nothing in this Agreement shall be deemed to eliminate or lessen any obligation either party may have at law with respect to protecting the confidentiality of Confidential Information.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

DATA USER:

THE CITY OF CHARLOTTE

BY: _____ (Signature) BY: _____ (Signature)

BY: _____ (Print) BY: _____ (Print)

TITLE: _____ TITLE: _____

Revision to Form		
Date	Revision	By
3-16-2012	- Added lines for blanks to be filled in, Section 6 - Added line for printed name in signature section - Added revision block	M. Hoy