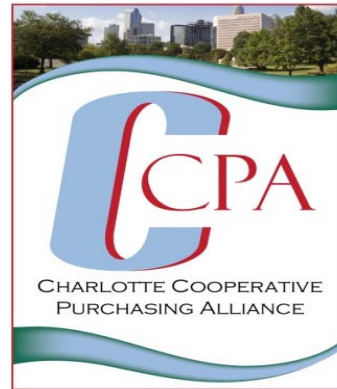


INVITATION TO BID
INTERCEPTOR AND MISCELLANEOUS
VEHICLES

ITB # 269-2019-076



CITY OF CHARLOTTE
MECKLENBURG COUNTY
NORTH CAROLINA

MAY 2, 2019

**CITY OF CHARLOTTE
FINANCE DEPARTMENT- CITY PROCUREMENT
600 EAST FOURTH STREET, 9TH FLOOR
CHARLOTTE, NORTH CAROLINA 28202
(704) 336-2256**

Date: **MAY 2, 2019**

Bid Number: **269-2019-076**

Subject: Invitation to Bid on the following apparatus, supplies, materials, equipment and/or services for:

INTERCEPTOR AND MISCELLANEOUS VEHICLES

The City of Charlotte, on behalf of itself, South Carolina entities to include Beaufort County, Buffalo-Mt. Pisgah Fire Department, Burton Fire District, Cherokee Springs Fire Department, City of Charleston, City of Greenville, City of Greer, City of Marion, City of Mullins, City of Myrtle Beach, City of North Myrtle Beach, City of Spartanburg, City of West Columbia, County of Lexington, Darlington County, Duncan Fire Department, Florence County, Georgetown County, Horry County, Lancaster County, Oconee County, Richland County School District One, Rock Hill School District Three, Surfside Beach Fire Department, Town of Aynor, Town of Pamplico, and Ware Shoals Fire Department, and all local government agencies and non-federal government agencies within Arizona, California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, Tennessee, Texas, Virginia, Washington, and West Virginia is accepting Bids for INTERCEPTOR AND MISCELLANEOUS VEHICLES to satisfactorily support the City, and other public agencies supported under this contract. This Invitation to Bid (the "ITB") issued on behalf of the Charlotte Cooperative Purchasing Alliance (CCPA) through group purchasing clause, which provides that any county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges, and universities, both public and private), state, other government agency or nonprofit organization may purchase Products and Services through this contract. Therefore, respondents to this ITB must give due consideration to the potential market. The requirements for submitting a Bid are stated in the following ITB. Please review them carefully.

A Pre-Bid Conference for the purpose of reviewing the Invitation to Bid and answering questions regarding the Project will be held on **MAY 15, 2019 at 2:00 P.M. EDT**, at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street, City Procurement, Room 986 (9th floor large conference room), Charlotte, North Carolina 28202. You are encouraged to attend and to bring a copy of the ITB with you at that time. Bidders are permitted to dial 704-336-5494 to attend via teleconference.

Sealed Bids for the above will be received at the office of the Finance Department, City Procurement, which is located at Charlotte-Mecklenburg Government Center, 600 East Fourth Street, 9th floor, Charlotte, North Carolina 28202, until **2:00 P.M. EDT on JUNE 12, 2019**, at which time they will be opened and publicly read.

Instructions for the preparation and submission of a Bid are contained in the attached packet. Please read them carefully. If you do not desire to offer a Bid, we ask that you let us know by signing in the appropriate space on the Bid Response Form, and returning it to us, according to the instructions found in Section 1.6. Otherwise, your name may be removed from our list of potential Bidders considered for future participation.

Any changes to the terms, conditions or specifications stated in this ITB will be documented in a written addendum, issued by City Procurement. These addenda will be posted on the Internet at www.ips.state.nc.us, www.charlottenc.gov/doingbusiness, and www.ncadmin.nc.gov/businesses/hub/events, and may be accessed at this website by searching for Bid number **269-2019-076**. Each Bidder is required to acknowledge receipt of all addenda using the space provided on the enclosed Bid Response Form. Please note that we may not consider any Bid that fails to acknowledge receipt of each issued addendum.

A response from your Company to this ITB would be appreciated. Questions should be submitted in writing to **Genetta Carothers** at gcarothers@charlottenc.gov.

Sincerely,

Kay Elmore
Chief Procurement Officer

cc: ITB Project File

Checklist for Submitting a Bid:

Step 1-Read the document fully.

Step 2-If you plan to submit a Bid, please fax or email Form 1 in Section 4 to the number or email address listed on the form.

Step 3-If you have any questions, send them before the deadline listed in Section 1.9.

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

Bid Original and Copies - Please provide the specified number for each format:

- 1 (One) Copy marked "Original" in a sealed, non-transparent envelope that includes the Bidder's name, the Bid number, and identification of the equipment, supply and/or service for which the Bid is submitted
- 2 (Two) Copies on CD or flash drive

Bid Format - Bids should be formatted as follows:

- Section 4, Form 2, Bid Submission Form
- Section 4, Form 3, Addenda Acknowledgment Form
- Section 4, Form 4, Exceptions Form
- Section 4, Form 5, Pricing Sheet
- Section 4, Form 6, Non-Discrimination Provision
- Section 4, Form 7, References
- Section 4, Form 8, Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Section 4, Form 9, Byrd Anti-Lobbying Certification
- Section 4, Form 10, CCPA Plan
- Section 3, Product Specifications

The above items constitute all that must be included in the Bid package. If awarded a contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in Section 34 of the Sample Contract in Section 5.

It is the Company's responsibility to check www.ips.state.nc.us, www.charlottenc.gov/doingbusiness, and/or www.ncadmin.nc.gov/businesses/hub/events for any addenda or changes to this Project. Search for Bid # 269-2019-076 to find if any documents or changes have been posted.

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INSTRUCTIONS TO BIDDERS

1.1. Review and Comply

Each reference to this Invitation to Bid (“ITB”) includes all components listed in the Table of Contents above. Please review each of them carefully. Bidders will be held accountable for having full knowledge of the contents of this ITB and for performing any due diligence that may be necessary to submit a binding Bid.

1.2. Definitions:

Addendum:	Refers to any and all modifications or additions to this Invitation to Bid that are issued in writing by City Procurement.
Administrative Fee:	Refers to a fee paid to the City of Charlotte for all expenditures made by the City and Participating Public Agencies per Section 3.
Bid:	A bid submitted in response to this Invitation to Bid. A Bid shall be submitted using the Bid Response Forms included in Section 4 of this ITB.
Bid Response Forms:	The forms that a Bidder is required to complete and return as its Bid, as included in Section 4.
Bidder:	A person or entity that submits a Bid.
CBI:	Refers to the Charlotte Business INclusion office of the City of Charlotte.
CCPA:	Refers to the Charlotte Cooperative Purchasing Alliance.
City:	Refers to the City of Charlotte, North Carolina.
Company:	During the solicitation process, refers to a company that has interest in providing the Products and Services. After the solicitation process, refers to a company that enters into a Contract with the City for all or part of the Products and Services covered by this ITB.
Contract:	A contract under which a Bidder agrees to provide all or part of the Products and Services to the City. A Contract shall include the Terms and Conditions set forth in Section 5 of this ITB, together with all attachments referenced therein.
CSA:	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of: (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York. The CSA is a criteria used by Charlotte Business INclusion to determine eligibility to participate in the program.
Environmentally Preferable Products:	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.
MBE:	Minority-owned Business Enterprise; Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat.

Section One
Instructions to Bidders

	§ 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
MWSBE:	Refers to SBEs, MBEs and WBEs, collectively.
Participating Public Agency:	Refers to a public entity, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization.
Post-Consumer Recycled Material:	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.
Procurement:	The City of Charlotte's Finance Department - City Procurement.
Products:	All products that the Bidder agrees to provide to the City as part of its Bid.
Recyclability:	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.
Recycled Material:	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.
SBE:	Small Business Enterprise; 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.
Services:	All services that the Bidder agrees to provide to the City as part of its Bid, including but not limited to training, warranty and maintenance.
Specifications:	Written description of the functions or features of the Products and Services for which the City seeks bids, as shown in Section 3.
Terms and Conditions:	The City's standard contractual terms and conditions as set forth in Section 5.
WBE:	Woman-owned Business Enterprise; Refers to a business enterprise that: (a) 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; (b) is at least fifty-one percent (51%) owned by one or more persons who are female; and (c) is headquartered in the Charlotte Combined Statistical Area.

1.3. Contract Documents:

Each Bid constitutes an offer to become legally bound to a Contract with the City incorporating the ITB and the Bidder's Bid. Upon Contract award by City Council, the City will send the successful Bidder the Contract, which shall consist of the Terms and Conditions contained in Section 5 of this ITB, together with all attachments referenced therein.

1.4. Exceptions:

Each Bid submitted in response to this ITB constitutes a binding offer to comply with all terms, conditions, special conditions, specifications, and requirements stated in this ITB (including but not limited to the Terms and Conditions), except to the extent that a Bidder takes exception to such provisions in the manner required by this Section. To take exception to a provision of this ITB, the Bidder must clearly identify in Form 4 of the Bid Response Forms each of the following: (1) the number and title of each section of this ITB that the Bidder takes exception to; (2) the specific sentence within such section that the Bidder takes exception to; and (3) any alternate provision proposed by the Bidder. Bidders are reminded that a material variance from the terms of this ITB may result in the Bid being rejected by the City.

1.5. Multiple/Alternate Bids:

No Bidder shall submit more than one (1) Bid unless multiple or alternate Bids are requested in the Special Conditions. Unless specifically stated in the Special Conditions, any multiple or alternate Bids must be brought to the City's attention either during the Pre-Bid Conference or submitted in writing at least five (5) days prior to the opening of the Bid.

1.6. How to Prepare Bid Responses:

All bids shall be prepared as follows:

- Complete the Bid Response Forms provided in Section 4 of this ITB. Bid responses must be submitted only on these forms.
- Bid responses must be typewritten or completed in ink, signed by the Bidder or the bidding firm's authorized representative. All erasures or corrections must be initialed and dated by the person who signs the Bid Response Form on behalf of the Bidder.
- Bids must be accompanied by accurate descriptions of the exact materials, supplies, vehicles, and/or equipment offered for purchase. The Specifications may require that copies of detailed factory specifications, ratings, technical data, etc. be submitted along with the Bidder's response package.

1.7. How to Submit Bid Responses:

All Bidders shall:

- Submit their Bid in a sealed opaque envelope with the following information written on the outside of that envelope:
 - The Bidder's company name;
 - The Bid number, as indicated on the cover letter to this ITB; and
 - Identification of the equipment, supply and/or service for which the Bid is submitted, as indicated at the top of the cover letter to this ITB.
- Mail or Deliver one (1) unbound original Bid signed in ink by a company official authorized to make a legal and binding offer and two (2) electronic copies on CD or flash drive in a searchable PDF format to the address listed below, to be received no later than

Section One
Instructions to Bidders

JUNE 12, 2019, at 2:00 P.M. EDT. The original Bid shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information. When received, all Bids and supporting materials, as well as correspondence relating to this ITB, shall become the property of the City.

Please be advised that the electronic copies on CD or flash drive must be identical to the unbound original. The CDs and flash drives are for evaluation purposes only and will not be accepted as the official original Bid. The original Bid signed in ink by a company official must be submitted to be considered a responsive and valid Bid. Bids sent by facsimile will not be accepted.

Mail or deliver Bid packages to:

Charlotte-Mecklenburg Government Center
Finance Department - City Procurement
600 East Fourth Street, 9th Floor
Charlotte, NC 28202
Attn: **GENETTA CAROTHERS**

Due to increased security concerns at the Charlotte-Mecklenburg Government Center (CMGC) sealed boxes may be searched and thoroughly inspected prior to admittance. Please allow time for this search to take place if delivering your Bid in person to the CMGC.

Bids not received by the time and date specified in the Cover Letter of this ITB will not be opened or considered, unless the delay is a result of the negligence of the City, its agents, or assigns.

Note that the Bid opening date listed above is based on the assumption that one or more Bidders will submit samples of alternate products for evaluation by the City. In the event no samples are submitted, or in the event the evaluation does not require as much time as anticipated, the City may move up the Bid opening date by issuing a written addendum to this ITB. The City reserves the right to change the Bid opening date, or any other dates relevant to this procurement process, at any time in its sole discretion.

1.8. Trade Secrets and Personal Identification Information:

Definition

Upon receipt by City Procurement, all materials submitted by a Bidder (including the Bid) 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) “personal identification 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 Bid contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified in accordance with this Section by clearly separating them from the rest of the Bid. For hard copy documents, it must be submitted in a separate, sealed envelope, marked either “Personally Identifiable Information – Confidential” or “Trade Secret—Confidential and Proprietary Information.” For electronic submissions, it must also be submitted on a separate CD or flash drive. In both hard copy and electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

Availability of Bids to City Staff and Contractors

By submitting a Bid, each Bidder 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 assist in the selection process or who are hired or appointed by the City to assist in the selection process.

Availability of Bids via Public Records Requests

Any person or entity (including competitors) may request Bids submitted in response to an ITB. Only those portions of ITBs properly designated as Trade Secret or PII are not subject to disclosure. The public disclosure of the contents of a Bid or other materials submitted by a Bidder 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 Bids may not be marked as Trade Secret; and
- Pricing may not be marked as Trade Secret.

The City may disqualify any Bidder that designates its entire Bid as a Trade Secret or PII, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret or PII. Each Bidder 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 Bidder has designated as a Trade Secret or PII. This includes an obligation on the part of the Bidder to defend any litigation brought by a party that has requested Bids or other information that the Bidder has marked Trade Secret or PII.

1.9. Questions:

There are two (2) ways to ask questions about this ITB: (1) submit a question in writing to Genetta Carothers at the email address listed below; or (2) ask a question at the Pre-Bid Conference. Other than these permitted questions, Bidders should refrain from contacting City staff prior to the Bid opening date. **The City is not bound by any statements, representations or clarifications regarding this ITB other than those provided in writing by the Procurement Officer.**

GENETTA CAROTHERS
ITB # 269-2019-076
Charlotte-Mecklenburg Government Center
Finance Department - City Procurement
600 East Fourth Street, 9th Floor
Charlotte, North Carolina 28202
Phone: 704-336-5195
Fax: 704-632-8257
E-mail: gcarothers@charlottenc.gov

Questions should reference the ITB page and topic number. Questions must be submitted by **5:00 P.M. EDT on MAY 10, 2019.**

The City will post answers to questions posed by prospective Bidders and/or general information concerning this ITB in the form of an addendum to the ITB on the Internet at www.ips.state.nc.us, www.charlottenc.gov/doingbusiness, and/or www.ncadmin.nc.gov/businesses/hub/events. ITB information can be accessed at the website by searching for Bid number 269-2019-076. It is the responsibility of the prospective Bidder to check the website for any addenda issued for this ITB.

A Pre-Bid Conference for the purpose of reviewing the ITB and answering questions regarding the Project will be held on **MAY 15, 2019 at 2:00 P.M. EDT**, at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street, City Procurement, Room 986 (9th floor large conference room), Charlotte, North Carolina 28202. You are encouraged to attend and to bring a copy of the ITB with you at that time. Bidders are permitted to dial 704-336-5494 to attend via teleconference.

1.10. How to Submit an Objection Relating to This Invitation to Bid:

When a Pre-Bid Conference is scheduled, Bidders should either present their objection at that time (either verbally or in writing), or submit a written objection prior to the scheduled Pre-Bid Conference.

When a Pre-Bid Conference is not scheduled, Bidders must submit objections in writing at least ten (10) days prior to the opening of the Bid.

Except for objections raised at the Pre-Bid Conference, all objections must be in writing directed to the Procurement Officer designated in the preceding section.

Failure to object in the manner specified above shall constitute a waiver of any objections the Bidder may have to the terms of this ITB, or anything that occurred in the Bid process through the end of the Pre-Bid Conference.

1.11. Binding Offer:

Each Bid shall constitute a firm offer that is binding for one hundred twenty (120) calendar days from the date of the Bid opening.

1.12. Errors in Bids:

Withdrawal of inadvertently erroneous Bids may be permitted where appropriate, if the request is submitted to the City within seventy-two (72) hours after Bid opening, not including Saturdays, Sundays, and other days the Charlotte-Mecklenburg Government Center is not open to the public for business. A request for withdrawal must be made in writing directed to Genetta Carothers. Consideration of a request to withdraw a bid will be made in accordance with N.C. Gen. Stat. § 143-129.1.

In case of Bidder errors calculating “extended” prices stated in a Bid, the unit prices shall govern.

1.13. City’s Rights and Options:

The City reserves the following rights, which may be exercised at the sole discretion of the City of Charlotte:

- to supplement, amend, substitute or otherwise modify this ITB at any time;
- to cancel this ITB with or without the substitution of another ITB;
- to take any action affecting this ITB, this ITB process or the Products or Services subject to this ITB that would be in the best interests of the City;
- to issue additional requests for information;
- to require one or more Bidders to supplement, clarify or provide additional information in order for the City to evaluate the Bids submitted;
- to conduct investigations with respect to the qualifications and experience of each Bidder;
- to change the Bid opening date or any other dates relevant to this ITB;
- to waive any defect or irregularity in any Bid received;
- to reject any or all Bids;
- to award all, none, or any part of the items that is in the best interest of the City, with one or more of the Bidders responding, which may be done with or without re-solicitation; and
- to enter into any agreement deemed by the City to be in the best interest of the City, with one or more of the Bidders responding.

1.14. Bids on All or Part:

Unless otherwise specified by the City or by the Bidder, the City reserves the right to make award on all or part of the items to be purchased. Bidders may restrict their bids to consideration in the aggregate by so stating in the Bid. However, Bids restricted to consideration in the aggregate must also include a unit price on each item Bid.

1.15. Invitation to Bid Not an Offer:

This ITB does not constitute an offer by the City. No recommendations or conclusions from this ITB process 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.

1.16. 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, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at www.charlottebusinessinclusion.com.

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

1.17. 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 products and services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Bidders regardless of race, color, religion, age, sex, and national origin or disability.

1.18. No Collusion or Conflict of Interest:

By responding to this ITB, the Bidder shall be deemed to have represented and warranted that the Bid is not made in connection with any competing Bidder submitting a separate response to this ITB, and is in all respects fair and without collusion or fraud.

Bidder shall also be deemed to have represented and warranted that none of Bidder'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 Bidder.

1.19. Anti-lobbying Provision:

Maintaining the integrity of its ITB process is of paramount importance for the City. To this end, we ask each Bidder's cooperation in voluntarily refraining from contacting any members of the Charlotte City Council until the award of this Contract is presented to them for approval.

1.20. Certified Test Report:

If the Specifications or Special Conditions require a certified test report, Bidders shall provide such report at their expense, prior to or with their sealed Bids. The certified test report shall be from a recognized independent testing laboratory or manufacturer's quality control laboratory and shall show all test results and full compliance with the applicable Specifications.

1.21. Brand Name:

If and whenever brand names, makes, names of manufacturers, trade names, Bidder catalogs or model numbers are stated in this ITB, they are for the purpose of establishing a grade or quality of material. The City will evaluate any approved alternates to specified brand names as provided in Section 1.22 of this ITB, except for items identified in Section 3 as Products for which no substitute is acceptable.

1.22. To Submit a Proposed Alternate Product In Lieu of a Specified Brand:

No alternate products will be considered for this contract.

1.23. Statutory Requirements:

Any Bid submitted in response to this ITB shall be deemed to include full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable. It is the responsibility of each Bidder to conduct its own due diligence as to what statutory requirements may apply.

1.24. Guarantor:

If the Bidder is a subsidiary of another entity, the City requires that the Bidder's parent entity provide a guarantee of payment of all of the Bidder's obligations under the Contract. The City may also require that the Bidder obtain a guaranty from an entity other than the parent if the City concludes that such guaranty would be beneficial to protect the City's interest. If the Bidder is not a subsidiary, the City may require that the Bidder obtain a guaranty of payment from another entity if the City concludes that such guaranty would be beneficial to protect the City's interest. If a guarantor is required, the Bidder must: (1) identify a guarantor that is acceptable to the City, (2) provide the City with the same financial information about the guarantor that the Bidder is required to provide about itself under this ITB; and (3) provide the City with a signed, legally binding guaranty agreement from the approved guarantor that is acceptable to the City in the City's sole discretion. Failure to comply with the foregoing shall be grounds for rejection of the Bidder's Bid.

1.25. Award Criteria:

The City reserves the right to award a Contract to the lowest responsive responsible Bidder taking into consideration vendor qualifications and experience, quality, delivery, workmanship, ability to provide Products and Services to all potential Participating Public Agencies, pricing, administrative fees, and reporting. The City reserves the right to reject any Bid on the basis of function, compatibility with user requirements of utility, as well as cost.

1.26. Environmental 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	Renewable resources
Recyclability	Reduced Packaging
Biodegradability	Reduced toxicity
Compostability	Low Volatile Organic Compounds (LVOCs)
Energy and Water Efficiency	Pollution Prevention
Life Cycle Management	End of Life Management

Bidders able to supply Products or Services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in their Bids. Bidders 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.

1.27. Contract Award by Charlotte City Council:

The Contract to be awarded under this ITB must be approved by the Charlotte City Council. If such approval is granted, City Procurement will provide the Contract to the Bidder for the Bidder to sign and return. In the event City Council approval is not received within one hundred twenty (120) calendar days after opening of the Bids, the Bidder may request that it be released from the Bid.

1.28. Post Award Conference:

A Post-Award Conference may be scheduled as soon as practical after the award of the Contract. The Company shall attend the conference along with the Company's prospective Project Manager and any anticipated major subcontractors, and shall provide at such conference a written schedule for the delivery of any Products or Services for which no delivery dates have been specified in this ITB.

1.29. Charlotte Cooperative Purchasing Alliance:

The Charlotte Cooperative Purchasing Alliance ("CCPA") is a cooperative purchasing program established by the City of Charlotte with the specific purpose of reducing procurement costs by leveraging aggregate purchasing volume to receive better pricing.

CCPA serves as a government cooperative purchasing organization for government agencies and all contracts are publicly solicited, awarded, and held by the City of Charlotte, North Carolina. CCPA contracts are available for use and benefit all entities that must comply with state purchasing laws.

The City of Charlotte is referred to in this procurement as "City". The other government entities and nonprofits that may participate in a CCPA Contract are referred to as "Participating Public Agencies," and may include any county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization that elects to access the CCPA contract.

Except as specifically set forth in the Bidder's Response Package, the terms and conditions of the Contract entered into with the successful Bidder may be extended to other public entities that are or at any time in the future become members of the CCPA. Except as prohibited in the Bid, and subject to the City and the successful Bidder entering into an administrative agreement that includes a fee payable to the City, Participating Public Agencies will have the right to enter into contracts with the successful Bidder at the same prices, discounts and other terms as are in the Bidder's Contract with the City.

If a Participating Public Agency decides to take advantage of this option, the successful Bidder may opt to enter into a separate contract with that public entity, and must deal directly with that public entity concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The City of Charlotte acts only as the entity conducting the initial procurement.

The successful Bidder may notify other public entities of the availability of the Contract for use under the CCPA. Other public entities desiring to procure Products and Services under the terms

Section One
Instructions to Bidders

set forth in the City's Contract will need to make their own legal determinations as to whether the use of this Contract is consistent with their laws, regulations, and other policies.

The City of Charlotte shall not be held liable for any costs or damages incurred by any other public entity or the successful Bidder as a result of any contract or other arrangement entered into between that public entity and the successful Bidder.

Any subsequent contract(s) between a Participating Public Agency and an awarded Bidder shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public Agency exists.

TERMS AND CONDITIONS

Each Bid submitted in response to this ITB constitutes an offer to become legally bound to a Contract incorporating terms and conditions set forth in this Section 2 as well as the Terms and Conditions in Section 5. For purposes of this Section, a Bidder that enters into a Contract with the City may be referred to as the “successful Bidder” or the “Company.”

2.1. Contract Types:

The Contract resulting from this Invitation to Bid will be of the type indicated below:

- Definite Quantity: The Contract will be a fixed-price contract that provides for delivery of a specified quantity of Products and Services either at specified times or when ordered.
- Indefinite Quantity: The Contract will be a unit price contract for an indefinite amount of Products and Services to be furnished at specified times, or as ordered. In some cases, indefinite quantity contracts may state a minimum quantity that the City is obligated to order. The City may make available to Bidders information regarding the City’s purchase history or projected estimates of the approximate quantity of Products that will be needed. The City makes no representations as to the accuracy of such information. Each Bidder is required to perform its own due diligence on which to base its bid. Inaccuracy of purchase history or projected quantity estimates provided by the City will not give rise to any claim against the City, or entitle any Bidder to rescind its bid or terminate or amend the Contract.

2.2. Terms of Contract:

- Unit Price Contract: Contract awarded is for a unit price when product and service needs are based upon indefinite quantities, and where orders will be based on actual needs that may exceed or be less than projections. All expenditures under a unit price contract are contingent upon appropriations having been made by Charlotte City Council.

Contract Terms and Renewal Options: The Contract term shall be for a period of one year from the date of award. The City, at its option, may extend the Contract for up to four (4) additional one-year extensions unless the Bidder objects in writing at least ninety (90) days prior to the beginning of the extension term.

- One Time Purchase: Contract awarded is for a specific quantity purchased at one time.

2.3. Notice to Proceed:

The successful Bidder shall not commence work or make shipment under this ITB until duly notified by receipt of an executed Contract from the City. If the successful Bidder commences work or makes shipment prior to that time, such action is taken at the Bidder's risk, without any obligation of reimbursement by the City.

2.4. Delivery Time:

When delivery time is requested in this ITB (whether in the form of a specific delivery date or maximum number of days for delivery), time is of the essence. Each Bid shall be deemed a binding commitment of the Bidder to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available by law or in equity.

2.5. Prices Are Firm:

Each Bidder warrants the Bid price(s), terms and conditions quoted in its Bid shall be firm for acceptance by the City for a period of one hundred twenty (120) calendar days from the date of the Bid opening. Once award is made and a Contract is in place, prices shall remain firm and fixed for

the entire Contract period, unless otherwise allowed in the Special Conditions and stated in the Bid. If your Bid includes price increases over the term of the Contract, such increases must be clearly designated on Form 5 of the Bid Response Package (Pricing Sheet).

2.6. Price Adjustment As Part of the Bid:

To submit price adjustments as part of your Bid, you must: (1) comply with any limitations or instructions that are stated in this ITB; and (2) state very clearly in the Pricing Sheet of your Bid Response Forms the proposed price adjustments or, if permitted, the price adjustment formula. Restrictions and instructions regarding price adjustments are provided in the Bid Response Forms. It is important that the Bidder check for these restrictions and instructions carefully. In some instances price adjustments are not permitted as part of the Bid. In other instances formula price increases are prohibited due to the difficulty they create in comparing Bid prices.

2.7. Prompt Payment Discounts:

Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the Contract except as a factor to aid in resolving cases of identical prices.

2.8. Quality:

Unless this ITB specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Invitation to Bid shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By “new”, the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Invitation to Bid or any other part of the Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter’s codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Invitation to Bid or the Contract.

2.9. Inspection at Bidder’s Site:

The City reserves the right to inspect the equipment, plant, store or other facilities of a Bidder prior to Contract award, and during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days’ notice to the Bidder (except that a store may be inspected at any time during regular store hours without notice).

2.10. Certification of Independent Price Determination:

By submission of a Bid, the Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that in connection with this procurement:

The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

Unless otherwise required by law, the Bidder has not knowingly disclosed the prices that have been quoted in this bid directly or indirectly to any other Bidder or to any competition prior to the opening of the bid; and

No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

2.11. Insurance:

All Bidders must indicate compliance with the Insurance requirements stated in Section 34 of the Sample City Contract.

SPECIFICATIONS

3.1. Background:

The City's annual budget includes funding to replace or add vehicles to the City's fleet based on assessment of vehicles and equipment conducted by Fleet Management to determine replacement needs using a rating of vehicle usage, age, maintenance cost, and condition.

3.2. Scope:

The scope of this Invitation to Bid (ITB) is to establish a contract for the purchase, delivery and other inherently related activities of the Products and Services and in compliance with the specifications and terms and conditions set forth in this ITB.

All Products and component parts furnished under the Contract shall be new, shall comply with the specifications and terms and conditions set forth in this ITB, and shall operate in full compliance with these Specifications to include but not limited to completion of all known recalls prior to delivery and the required number of keys and remotes programmed.

3.3. Manufacturer/Model:

Please refer to Section 3.24 for complete details regarding product specifications.

3.4. Quantities:

The City and Participating Public Agency does not guarantee quantities and will purchase quantities of Products according to actual need during the term of the Contract. The quantities listed in this ITB are estimates only, and may differ substantially from actual quantities ordered. Multiple orders will be placed on an as needed basis during the term of the Contract.

3.5. Alternate Products:

Please refer to Section 1.22 for complete details regarding submittal of Alternate Products.

The City cannot be responsible for testing and or accepting every new or evolving product proposed and reserves the right to reject proposed products that do not meet the City's current business model.

3.6. Warranty:

All Products supplied under the Contract shall be covered by a manufacturer's written guarantee and/or warranty that such Products will be free from defects in materials, workmanship and performance for a minimum of one year; merchantable and in full conformity with the Specifications set forth in this ITB, industry standards, dimension charts and Bidder's descriptions, representations and samples. The Company shall administer the warranty on the City and Participating Public Agency's behalf, and shall ensure that the manufacturer repairs or replaces at no charge to the City and Participating Public Agency all Products that violate either the above warranty or the applicable manufacturer's warranty.

3.6.1 The Company shall provide the City and Participating Public Agency with two copies of the manufacturer's written warranty for each item of equipment.

3.6.2 It shall be the responsibility of the manufacturer to pay all shipping and crating costs associated with warranty repairs.

- 3.6.3 The Product warranty will become effective on the service date of the Product by the City and/or Participating Public Agency, but shall not exceed 24 months after receipt by the City and/or Participating Public Agency.

3.7. Pricing:

Bids shall be submitted as fixed unit price per item that includes shipping and delivery, any discounts, vendor markup/profit, item cost and storage. No other charges are allowed.

Fixed unit prices shall be firm for the initial term of the contract. At least sixty (60) days prior to the end of such 12-month period, the successful Bidder shall submit in writing to City Procurement any proposed price adjustments for review. Price increases will only be considered for those items with a published manufacturer's price increase. The successful Bidder shall provide a comparison of previous year prices and proposed new prices, showing the percent (%) difference. Price increases will not be considered more than once annually at the time of each renewal option.

3.7.1 CCPA Administrative Fees:

The Company shall submit a minimum of one (1) percent of overall CCPA Program spend by the City and Participating Public Agencies during the term of the Contract to the City as an Administrative Fee. The Administrative Fee shall be paid no later than thirty (30) days after both parties mutually agree to the quarterly report outlining the CCPA spend and the vehicles have been delivered to the City and Participating Public Agencies. It is the responsibility of the Company to set the Administrative Fee in Section 4, Form 5.

3.7.2 Pricing Incentives and Rebates:

Please identify any incentives and rebates offered based on volume, dollar amounts, or other criteria.

3.7.2.1 For evaluation purposes, any rebates offered will be applied to the total Core Items lists to determine the lowest pricing.

3.7.2.2 The City will evaluate any rebate stipulation or contingencies to determine which pricing structure is in the best interest of the City/CCPA. The City reserves the right to determine the most favorable pricing structure and any such determination shall be final and conclusive.

3.8. Delivery:

Deliveries must begin within 21 calendar days of dealer receipt from the factory. All vehicles provided under this contract must be delivered F.O.B. Destination within a maximum of 16 weeks from the placement of order. Workdays are Monday through Friday, excluding recognized City, State and Federal holidays. Delivery and freight charges are to be included in discount price. Failure to comply with this requirement shall be cause to terminate this contract unless such failure is confined to infrequent and isolated instances, which do not involve major purchases.

3.8.1 City deliveries must be made to Fleet Management, 55550 Wilkinson, Boulevard, Charlotte, NC 28208.

3.8.2 Each order delivered must have a packing slip enclosed. The packing slip must clearly show the purchase order number, Contract number, items ordered, unit of measure, Contract pricing, items delivered and identify any items on backorder.

3.8.3 All Participating Public Agencies will require deliveries to its specific locations. The Company must agree to provide the same delivery terms and conditions to all Participating Public Agencies that utilize this Contract through CCPA.

3.9. Delivery Personnel:

All delivery personnel of the successful Bidder may be subject to background checks at the discretion of the City.

3.10. Invoices:

The Company must submit invoices to the City's Finance Department. Invoices must include the product description, unit price, quantity and extended price, and Contract and purchase order number of each item purchased. Every invoice must also include the City department that placed the order and be submitted to City of Charlotte Accounts Payable per the billing instructions of the subsequent Contract. State and Local Sales tax must be included on all invoices.

3.10.1 Invoices must include only Products and Services that have been delivered and completed.

3.10.2 As a condition of payment, the Company must invoice the City for Products and Services within sixty (60) days after such Products and Services are delivered. The Company waives the right to charge the City for any Products or Services that have not been invoiced to the City within sixty (60) days after such Products or Services were delivered.

3.11. Award of Contract:

The City reserves the right to award the Contract based on the lowest responsive responsible Bidder taking into consideration vendor qualifications and experience, quality, delivery, workmanship, ability to provide Products and Services to all potential Participating Public Agencies, pricing, administrative fees, reporting and any applicable environmentally preferable attributes associated with the Products or Services.

The City also reserves the right to award a Contract(s) by item, combination of items or grand total including option prices on a state, regional, or national basis, whichever is in the best interest of the City and CCPA.

Multiple awards may be made as a result of this ITB if doing so will ensure that any ensuing Contract(s) will allow the City to fulfill current and future requirements or is in the best interest of the City and CCPA.

The City reserves the right to add items excluded under this ITB, or to delete items, which are included under this ITB.

3.12. City Contracting Requirements:

The City will enter into a Contract written by the City with the successful Bidder that contains the terms and conditions set forth in this ITB and sample Contract included as Section 5. Each Bidder must state specifically in its Bid response any exceptions to the terms and conditions included in this ITB, or the sample Contract and any proposed additional terms or conditions deemed important by the Bidder. The City will take any such exceptions and proposed additions into account during the evaluation process. Any terms and conditions that the Bidder does not specifically object to will be incorporated into the resultant Contract. Notwithstanding the foregoing, the City reserves the right to change the proposed contractual terms and conditions prior to contract award if it is in the City's best interest to do so.

The terms and conditions set forth in this ITB are not all inclusive. The City may propose additional terms and conditions based on the responses to this ITB and the City's analysis of the successful Bid.

The term "Contract" shall refer to the contract entered into between the City and the successful Bidder, and the term "Company" shall refer to the successful Bidder.

3.13. Items Under Contract:

The City reserves the right to add or delete items to the Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added will be subject to bid statute requirements. The City may also delete Product items included in the Contract if the items are no longer needed by the City.

3.14. Liquidated Damages:

The City and the Company agree that the City will incur damages for inconvenience and delay if the Company fails to meet deadlines and functional requirements set forth in this Section 3. The parties further acknowledge that the damages, which might be reasonably anticipated to accrue as a result of such failure, are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Company agrees that it will pay liquidated damages in accordance with the schedule set forth below:

3.14.1 The Company will pay (and the City/Participating Public Agency may deduct from any outstanding payments due the Company) liquidated damages in the amount of \$100.00 per calendar day for failure to provide the manufacturer's production system report to the City/Participating Public Agency within seven (7) calendar day's from receiving the City/Participating Public Agency's purchase order.

3.14.2 The equipment, vehicles and products covered by this ITB will be purchased by State and/or Federal grant funding. Therefore, a late delivery may result in the City losing the approved grant funds. In the event that grant funding is lost due to the Company's failure to deliver in compliance with the terms of the resulting Contract, the Company shall be liable for the total amount of grant funds lost, in addition to the damages stated in Section 5.

3.14.3 The Company will pay (and the City/Participating Public Agency may deduct from any outstanding payments due the Company) liquidated damages in the amount of \$100 per calendar day for failure to provide a) completion of all known recalls prior to delivery; and/or b) the required number of keys and remotes programmed at the time of delivery to the City/Participating Public Agency.

3.15. Customer Service Representative:

The Company must dedicate a full-time "Account Executive" for servicing the City. The Account Executive must be available by cell phone. The cell phone must be operational at all times. All communicational contact, either via phone, email, etc. must be addressed with a response within two (2) business days. The Account Executive must be available to attend meetings regarding Product issues upon request. The Account Executive shall be responsible for providing immediate response and quick resolution of all the service issues and complaints of City personnel. The Account Executive must have an in-depth knowledge of all items provided in this Bid and have immediate access to manufacturers providing the Products. The Account Executive must have the ability and authority to make decisions on behalf of the Company to provide both normal and emergency service as necessary.

3.16. Company Personnel Removal or Replacement:

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.

3.17. Applicable Laws:

The Bidder agrees to make itself aware of and comply with, and cause its subcontractors to comply with, all federal, state and local laws, regulations and ordinances relating to the performance of the

Contract or to the Products and Services delivered hereunder, including without limitation E-Verify, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and OSHA. The Company further agrees to obtain all verifications, permits and licenses applicable to the performance of this Contract. If any violation of this Section has occurred or does occur, the Company will indemnify and save harmless the City from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of such violation.

3.18. Permitting Responsibilities:

All permits and inspections are the sole responsibility of the successful Bidder.

3.19. No Limitations on Disclosure.

All Bidders agree that the City shall be able to disclose and distribute to any persons or entities, without restriction, all Products, samples and other Products provided in the course of this ITB or under the Contract. The Company specifically agrees that the City can and will provide samples of the Products provided under the Contract to the Company's competitors in any future procurement process.

3.20. City Department Participation:

Other City departments, including but not limited to Aviation, CATS, CMPD, and Fire shall be permitted to purchase Products defined in this Contract. The Company shall be responsible for obtaining valid identification of such employees, and for verifying that such individuals are employed by the City and are authorized to make such purchases.

3.21. Returns and Restocking Charges:

The Company or applicable manufacturer must pick up any merchandise to be returned within seventy-two (72) hours after the City and/or Participating Public Agency notifies the Company of the return. The City and/or Participating Public Agency will not pay restocking fees for vehicles that have been returned unless it is subject to a specialty item and the City and/or Participating Public Agency has been notified, at the time of placement of the order, of the potential restocking charge. The Company will issue a credit memo to the City and/or Participating Public Agency within seven (7) calendar days of the return.

3.22. Placement of Orders:

All orders will be placed by City/Participating Public Agency designated personnel on an as needed basis for the quantity required at the time during the term of the Contract. Orders will be placed by means of a purchase order or other approved authorization method. The successful Bidder must provide a report from the manufacturer's production tracking system to include but not limited to vehicles ordered, purchase order number, and applicable priority code with an expected factory order date within seven (7) calendar days of receipt of the City/Participating Public Agency's purchase order. The factory's delivery to the successful Bidder will initiate the required delivery time specified in Section 3.8.

3.23. Reporting:

The Company shall provide quarterly usage report in Excel format to City Procurement by the 30th of January, April, July, and October. Reports must be designed in such a manner that the information captured on the purchase request shall also be reflected in the quarterly report. The report must clearly itemize all vehicles and options purchased by the City/Participating Public Agency, purchase order number, purchase order date, factory order date, expected delivery date,

unit of measure, quantity, unit price, billed price, and extended price for each item. The City and/or Participating Public Agency reserves the right to request additional information.

Product reports which delineate minority products and recycled products must be submitted to City Procurement on a quarterly basis.

3.24. Product Specifications and Or Equal Standard.

Following this page is a list of Products which are described by detailed Specifications. The City reserves the right to waive variances from these requirements to the extent the City determines in its sole discretion that such variances will not materially, impact whether the Product meets the City and Participating Public Agency's needs. This Section must be completed and returned with the Response Package on or before **JUNE 12, 2019 at 2:00 P.M. EDT.**

MARKED FORD POLICE INTERCEPTOR UTILITY

SUV.MKC

REQUIREMENTS:

K8A Police Interceptor Utility AWD with conventional engine system for:
Charlotte Mecklenburg Police Department

The unit required shall be the 2020 model year or later and to have all standard equipment ordinarily furnished on such models, including the following:

BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.

		COMPLY		EXCEPTIONS
		YES	NO	
1.0	<u>INTERIOR:</u>			
1.1	96 Front cloth bucket seats with vinyl rear seat in charcoal black.			
1.2	87R Rear view camera displayed in rear view mirror.			
1.3	68G Rear door controls inoperable/locks inoperable.			
1.4	Standard heavy-duty vinyl flooring to be installed.			
1.5	Standard privacy glass to be included.			
1.6	Standard automatic headlamps to be included.			
2.0	<u>EXTERIOR:</u>	YES	NO	EXCEPTIONS
2.1	153 Front License plate bracket installed.			
2.2	51R Driver's side spot lamp installed.			
2.3	YZ Oxford white paint unless otherwise specified at time of ordering.			
2.4	549 Power adjustable heated side view mirrors.			
3.0	<u>POWERTRAIN AND FUEL:</u>	YES	NO	EXCEPTIONS
3.1	99B/44U All Wheel Drive 3.3 liter V-6 conventional engine system with ten speed automatic transmission.			
4.0	<u>TIRES AND WHEELS:</u>	YES	NO	EXCEPTIONS
4.1	65L 18" Full face wheel covers installed.			
4.2	18" steel wheels and pursuit rated tires with full size spare tire.			
5.0	<u>INCLUDED ACCESSORIES:</u>	YES	NO	EXCEPTIONS
5.1	55F Remote keyless entry with four key fobs programmed to the vehicle.			
5.2	60A Pre-wiring for grille lights, siren, and speaker.			
5.3	Additional keys cut for a total of six shall be supplied to unlock and start the vehicle.			

Section Three
Specifications

6.0	<u>SEPARTELY PRICED OPTIONS:</u>	ADDITIONAL COST		
6.1	List additional price for 17A auxiliary air conditioning.	\$		
6.2	List additional price for 76P Pre-collision assist.	\$		
6.3	List additional price for 19K AGM battery.	\$		
6.4	List additional price for 68B Police Perimeter alert.	\$		
7.0	<u>DELIVERY REQUIREMENTS:</u>	YES	NO	EXCEPTIONS
7.1	Delivery is to be scheduled a minimum of 48 hours in advance and made to: Fleet Management 5550 Wilkinson Blvd Charlotte, NC 28208 Call Commission Decommission Facility Supervisor a minimum of 48 hours in advance at 704-336-4189 for delivery appointment and instructions.			
7.2	All vehicles shall be delivered with a full tank of fuel.			
7.3	MSO/Certificate of Origin, North Carolina State Inspection, MVR-1 Title application, MVR-180 Mileage/Odometer statement, and a copy of the purchase order must all be presented at time vehicle delivery in order for delivery to be accepted.			
7.4	The owner's manual with vehicle warranty information to be included and placed in the glove compartment.			
7.5	All six keys and four remotes are to be delivered with the vehicle.			
8.0	<u>PRE-DELIVERY INSPECTION:</u>			
8.1	All window stickers to be removed from windows, separated from adhesive backing, and placed in the glove compartment before delivery.			
8.2	The vehicle fluid levels, exterior lights, and tire pressures to be checked and no warning lights to be illuminated.			
8.3	The vehicle interior and exterior to be clean at time of delivery.			
8.4	North Carolina state inspection to be performed and the inspection paperwork is to be included with the titling paperwork.			
9.0	<u>WARRANTY AND VEHICLE ORDERING:</u>			
9.1	Vehicle to have standard manufacturer's warranty.			
9.2	The City of Charlotte will split large orders into groups with different desired production weeks. Bidder shall submit orders to the manufacturer with the City supplied desired production weeks.			
SUV.MKC		Rev. 8/29/18		

UNMARKED FORD POLICE INTERCEPTOR UTILITY

SUV.UNC

REQUIREMENTS:

K8A Police Interceptor Utility AWD with conventional engine system for:
Charlotte Mecklenburg Police Department

The unit required shall be the 2020 model year or later and to have all standard equipment ordinarily furnished on such models, including the following:

BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.

		COMPLY		EXCEPTIONS
		YES	NO	
1.0	<u>INTERIOR:</u>			
1.1	65U Interior package with cloth charcoal black, full carpeting, center floor console, carpeted floor mats, and SYNC 3.			
1.2	87R Rear view camera displayed in rear view mirror.			
1.3	Standard privacy glass to be included.			
1.4	Standard automatic headlamps to be included.			
2.0	<u>EXTERIOR:</u>	YES	NO	EXCEPTIONS
2.1	153 Front License plate bracket installed.			
2.2	Various colors to be specified at time of ordering.			
2.3	549 Power adjustable heated side view mirrors.			
3.0	<u>POWERTRAIN AND FUEL:</u>	YES	NO	EXCEPTIONS
3.1	99B/44U All Wheel Drive 3.3 liter V-6 conventional engine system with ten speed automatic transmission.			
4.0	<u>TIRES AND WHEELS:</u>	YES	NO	EXCEPTIONS
4.1	65L 18" Full face wheel covers installed.			
4.2	18" steel wheels and pursuit rated tires with full size spare tire.			
5.0	<u>INCLUDED ACCESSORIES:</u>	YES	NO	EXCEPTIONS
5.1	55F Remote keyless entry with four key fobs programmed to the vehicle.			
5.2	60A Pre-wiring for grille lights, siren, and speaker.			
5.3	Additional keys cut for a total of six shall be supplied to unlock and start the vehicle.			
6.0	<u>SEPARATELY PRICED OPTIONS:</u>	ADDITIONAL COST		
6.1	List additional price for 55B Blind Spot Monitoring.	\$		
6.2	List additional price for 76R Reverse sensing system.	\$		
6.3	List additional price for 593 Perimeter Anti-Theft Alarm.	\$		
6.4	List additional price for 63V Cargo Storage Vault.	\$		
6.5	List additional price for 64E painted aluminum wheels.	\$		
6.6	List additional price for 76P Pre-collision assist.	\$		
6.7	List additional price for 19K AGM battery.	\$		
6.8	List additional price for 68B Police Perimeter alert.	\$		
6.9	List additional price for 96W front interior visor light bar.	\$		

Section Three
Specifications

	Please note this is not compatible with the #6.6 – 76P Pre-collision option.			
7.0	<u>DELIVERY REQUIREMENTS:</u>	YES	NO	EXCEPTIONS
7.1	Delivery is to be scheduled a minimum of 48 hours in advance and made to: Fleet Management 5550 Wilkinson Blvd Charlotte, NC 28208 Call Commission Decommission Facility Supervisor a minimum of 48 hours in advance at 704-336-4189 for delivery appointment and instructions.			
7.2	All vehicles shall be delivered with a full tank of fuel.			
7.3	MSO/Certificate of Origin, North Carolina State Inspection, MVR-1 Title application, MVR-180 Mileage/Odometer statement, and a copy of the purchase order must all be presented at time vehicle delivery in order for delivery to be accepted.			
7.4	The owner’s manual with vehicle warranty information to be included and placed in the glove compartment.			
7.5	All six keys and four remotes are to be delivered with the vehicle.			
8.0	<u>PRE-DELIVERY INSPECTION:</u>			
8.1	All window stickers to be removed from windows, separated from adhesive backing, and placed in the glove compartment before delivery.			
8.2	The vehicle fluid levels, exterior lights, and tire pressures to be checked and no warning lights to be illuminated.			
8.3	The vehicle interior and exterior to be clean at time of delivery.			
8.4	North Carolina state inspection to be performed and the inspection paperwork is to be included with the titling paperwork.			
9.0	<u>WARRANTY AND VEHICLE ORDERING:</u>			
9.1	Vehicle to have standard manufacturer’s warranty.			
9.2	The City of Charlotte will split large orders into groups with different desired production weeks. Bidder shall submit orders to the manufacturer with the City supplied desired production weeks.			
SUV.UNC		Rev. 8/29/18		

MARKED FORD POLICE INTERCEPTOR UTILITY HYBRID

SUV.MKH
REQUIREMENTS:
 K8A Police Interceptor Utility AWD with Hybrid engine system for:
 Charlotte Mecklenburg Police Department

The unit required shall be the 2020 model year or later and to have all standard equipment ordinarily furnished on such models, including the following:

BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.

		COMPLY		
1.0	<u>INTERIOR:</u>	YES	NO	EXCEPTIONS
1.1	96 Front cloth bucket seats with vinyl rear seat in charcoal black.			
1.2	87R Rear view camera displayed in rear view mirror.			
1.3	68G Rear door controls inoperable/locks inoperable.			
1.4	Standard heavy-duty vinyl flooring to be installed.			
1.5	Standard privacy glass to be included.			
1.6	Standard automatic headlamps to be included.			
2.0	<u>EXTERIOR:</u>	YES	NO	EXCEPTIONS
2.1	153 Front License plate bracket installed.			
2.2	51R Driver's side spot lamp installed.			
2.3	YZ Oxford white paint unless otherwise specified at time of ordering.			
2.4	549 Power adjustable heated side view mirrors.			
3.0	<u>POWERTRAIN AND FUEL:</u>	YES	NO	EXCEPTIONS
3.1	99W/44B All Wheel Drive 3.3 liter V-6 direct injection hybrid engine system with ten speed automatic transmission.			
3.2	To be equipped with regenerative braking and lithium ion battery pack.			
4.0	<u>TIRES AND WHEELS:</u>	YES	NO	EXCEPTIONS
4.1	65L 18" Full face wheel covers installed.			
4.2	18" steel wheels and pursuit rated tires with full size spare tire.			
5.0	<u>INCLUDED ACCESSORIES:</u>	YES	NO	EXCEPTIONS
5.1	55F Remote keyless entry with four key fobs programmed to the vehicle.			
5.2	60A Pre-wiring for grille lights, siren, and speaker.			
5.3	Additional keys cut for a total of six shall be supplied to unlock and start the vehicle.			
6.0	<u>SEPARATELY PRICE OPTIONS:</u>	ADDITIONAL COST		
6.1	List additional price for 17A auxiliary air conditioning.	\$		
6.2	List additional price for 76P Pre-collision assist.	\$		
6.3	List additional price for 19K AGM battery.	\$		
6.4	List additional price for 68B Police Perimeter alert.	\$		

Section Three
Specifications

7.0	<u>DELIVERY REQUIREMENTS:</u>	YES	NO	EXCEPTIONS
7.1	<p>Delivery is to be scheduled a minimum of 48 hours in advance and made to: Fleet Management 5550 Wilkinson Blvd Charlotte, NC 28208</p> <p>Call Commission Decommission Facility Supervisor a minimum of 48 hours in advance at 704-336-4189 for delivery appointment and instructions.</p>			
7.2	All vehicles shall be delivered with a full tank of fuel.			
7.3	MSO/Certificate of Origin, North Carolina State Inspection, MVR-1 Title application, MVR-180 Mileage/Odometer statement, and a copy of the purchase order must all be presented at time vehicle delivery in order for delivery to be accepted.			
7.4	The owner's manual with vehicle warranty information to be included and placed in the glove compartment.			
7.5	All six keys and four remotes are to be delivered with the vehicle.			
8.0	<u>PRE-DELIVERY INSPECTION:</u>			
8.1	All window stickers to be removed from windows, separated from adhesive backing, and placed in the glove compartment before delivery.			
8.2	The vehicle fluid levels, exterior lights, and tire pressures to be checked and no warning lights to be illuminated.			
8.3	The vehicle interior and exterior to be clean at time of delivery.			
8.4	North Carolina state inspection to be performed and the inspection paperwork is to be included with the titling paperwork.			
9.0	<u>WARRANTY AND VEHICLES ORDERING:</u>			
9.1	Vehicle to have standard manufacturer's warranty.			
9.2	The City of Charlotte will split large orders into groups with different desired production weeks. Bidder shall submit orders to the manufacturer with the City supplied desired production weeks.			
SUV.MKH		Rev. 8/29/18		

UNMARKED FORD POLICE INTERCEPTOR UTILITY HYBRID

SUV.UNH				
REQUIREMENTS:				
K8A Police Interceptor Utility AWD with Hybrid engine system for: Charlotte Mecklenburg Police Department				
The unit required shall be the 2020 model year or later and to have all standard equipment ordinarily furnished on such models, including the following:				
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>				
		COMPLY		
1.0	<u>INTERIOR:</u>	YES	NO	EXCEPTIONS
1.1	65U Interior package with cloth charcoal black, full carpeting, center floor console, carpeted floor mats, and SYNC 3.			
1.2	87R Rear view camera displayed in rear view mirror.			
1.3	Standard privacy glass to be included.			
1.4	Standard automatic headlamps to be included.			
2.0	<u>EXTERIOR:</u>	YES	NO	EXCEPTIONS
2.1	153 Front License plate bracket installed.			
2.2	Various colors to be specified at time of ordering.			
2.3	549 Power adjustable heated side view mirrors.			
3.0	<u>POWERTRAIN AND FUEL:</u>	YES	NO	EXCEPTIONS
3.1	99W/44B All Wheel Drive 3.3 liter V-6 direct injection hybrid engine system with ten speed automatic transmission.			
3.2	To be equipped with regenerative braking and lithium ion battery pack.			
4.0	<u>TIRES AND WHEELS:</u>	YES	NO	EXCEPTIONS
4.1	65L 18" Full face wheel covers installed.			
4.2	18" steel wheels and pursuit rated tires with full size spare tire.			
5.0	<u>INCLUDED ACCESSORIES:</u>	YES	NO	EXCEPTIONS
5.1	55F Remote keyless entry with four key fobs programmed to the vehicle.			
5.2	60A Pre-wiring for grille lights, siren, and speaker.			
5.3	Additional keys cut for a total of six shall be supplied to unlock and start the vehicle.			
6.0	<u>SEPARATELY PRICED OPTIONS:</u>	ADDITIONAL COST		
6.1	List additional price for 55B Blind Spot Monitoring.	\$		
6.2	List additional price for 76R Reverse sensing system.	\$		
6.3	List additional price for 593 Perimeter Anti-Theft Alarm.	\$		
6.4	List additional price for 63V Cargo Storage Vault.	\$		
6.5	List additional price for 64E painted aluminum wheels.	\$		
6.6	List additional price for 76P Pre-collision assist.	\$		
6.7	List additional price for 19K AGM battery.	\$		

Section Three
Specifications

6.8	List additional price for 68B Police Perimeter alert.	\$		
6.9	List additional price for 96W front interior visor light bar. Please note this is not compatible with the #6.6 – 76P Pre-collision option.	\$		
7.0	<u>DELIVERY REQUIREMENTS:</u>	YES	NO	EXCEPTIONS
7.1	Delivery is to be scheduled a minimum of 48 hours in advance and made to: Fleet Management 5550 Wilkinson Blvd Charlotte, NC 28208 Call Commission Decommission Facility Supervisor a minimum of 48 hours in advance at 704-336-4189 for delivery appointment and instructions.			
7.2	All vehicles shall be delivered with a full tank of fuel.			
7.3	MSO/Certificate of Origin, North Carolina State Inspection, MVR-1 Title application, MVR-180 Mileage/Odometer statement, and a copy of the purchase order must all be presented at time vehicle delivery in order for delivery to be accepted.			
7.4	The owner’s manual with vehicle warranty information to be included and placed in the glove compartment.			
7.5	All six keys and four remotes are to be delivered with the vehicle.			
8.0	<u>PRE-DELIVERY INSPECTION:</u>			
8.1	All window stickers to be removed from windows, separated from adhesive backing, and placed in the glove compartment before delivery.			
8.2	The vehicle fluid levels, exterior lights, and tire pressures to be checked and no warning lights to be illuminated.			
8.3	The vehicle interior and exterior to be clean at time of delivery.			
8.4	North Carolina state inspection to be performed and the inspection paperwork is to be included with the titling paperwork.			
9.0	<u>WARRANTY AND VEHICLE ORDERING:</u>			
9.1	Vehicle to have standard manufacturer’s warranty.			
9.2	The City of Charlotte will split large orders into groups with different desired production weeks. Bidder shall submit orders to the manufacturer with the City supplied desired production weeks.			
SUV.UNH		Rev. 8/29/18		

DODGE DURANGO AWD POLICE PURSUIT

SUV.DD				
REQUIREMENTS: Dodge Durango AWD Police Pursuit rated vehicle.				
The unit required shall be the 2020 model year or later and to have all standard equipment ordinarily furnished on such models, including the following:				
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>				
		COMPLY		
1.0	<u>INTERIOR:</u>	YES	NO	EXCEPTIONS
1.1	Vehicle to be equipped with Bucket front seats.			
1.2	Vehicle to be equipped with split bench rear seat.			
1.3	Vehicle to be equipped with spot lamp wiring prep.			
1.4	Vehicle to be equipped with tri-zone temperature control.			
1.5	Vehicle to be equipped with cruise control.			
1.6	Vehicle to be equipped with power driver's seat.			
1.7	Vehicle to be equipped with red/white dome lamp.			
1.8	Vehicle to be equipped with tilt steering wheel.			
2.0	<u>EXTERIOR:</u>	YES	NO	EXCEPTIONS
2.1	Vehicle to be equipped with front License plate bracket.			
2.2	Vehicle to be equipped with standard power adjustable mirrors.			
2.3	Vehicle to be equipped with remote keyless entry.			
2.4	Vehicle to be equipped with park assist.			
2.5	Vehicle to be equipped with standard reverse camera.			
2.6	Vehicle exterior color to be chosen at time of ordering understanding that some colors will require an additional cost.			
3.0	<u>DRIVETRAIN AND ELECTRICAL:</u>	YES	NO	EXCEPTIONS
3.1	Vehicle to be equipped with standard V-6 engine.			
3.2	Vehicle shall be all wheel drive.			
4.0	<u>TIRES AND WHEELS:</u>	YES	NO	EXCEPTIONS
4.1	Vehicle to be equipped with standard black wall radial tires.			
4.2	Vehicle to be equipped with standard wheels.			
4.3	Vehicle to be equipped with standard spare tire with jack.			
5.0	<u>INCLUDED ACCESSORIES:</u>	YES	NO	EXCEPTIONS
5.1	Vehicle to include four keys programmed to start the vehicle.			
5.2	Vehicle to include four remotes programmed to unlock the vehicle.			
6.0	<u>SEPARATELY PRICED OPTIONS:</u>	ADDITIONAL COST		
6.1	List additional cost for V8 Hemi engine.	\$		
6.2	List additional cost for trailer tow package.	\$		

Section Three
Specifications

7.0	<u>DELIVERY REQUIREMENTS:</u>	YES	NO	EXCEPTIONS
7.1	Delivery is to be scheduled a minimum of 48 hours in advance and made to: Fleet Management 5550 Wilkinson Blvd Charlotte, NC 28208 Call Commission Decommission Facility Supervisor a minimum of 48 hours in advance at 704-336-4189 for delivery appointment and instructions.			
7.2	All Vehicles shall be delivered with a full tank of fuel.			
7.3	MSO/Certificate of Origin, North Carolina State Inspection, MVR-1 Title application, MVR-180 Mileage/Odometer statement, and a copy of the purchase order must all be presented at time Van delivery in order for delivery to be accepted.			
7.4	The owner's manual with vehicle warranty information to be included and placed in the glove compartment.			
7.5	All four keys and key fob remotes are to be delivered with the vehicle.			
8.0	<u>PRE-DELIVERY INSPECTION:</u>			
8.1	All window stickers to be removed from windows, separated from adhesive backing, and placed in the glove compartment before delivery.			
8.2	The vehicle fluid levels, exterior lights, and tire pressures to be checked and no warning lights to be illuminated.			
8.3	The vehicle interior and exterior to be clean at time of delivery.			
8.4	North Carolina state inspection to be performed and the inspection paperwork is to be included with the titling paperwork.			
9.0	<u>WARRANTY AND VEHICLE ORDERING:</u>			
9.1	Vehicle to have standard manufacturer's warranty.			
SUV.DD		Rev. 8/9/18		

CHEVROLET TAHOE 4X4 PPV

CSS.PV

REQUIREMENTS:

Chevrolet Tahoe 4x4 Police Pursuit CK15706

The unit required shall be the 2020 model year or later and to have all standard equipment ordinarily furnished on such models, including the following:

BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.

		COMPLY		EXCEPTIONS
		YES	NO	
1.0	<u>INTERIOR:</u>			
1.1	AZ3 9U3 Vehicle to have cloth front bucket seats with center section delete and cloth 60/40 split rear bench seat.			
1.2	Vehicle to be equipped with automatic headlamps			
1.3	JF4 Vehicle to be equipped with power adjustable pedals.			
1.4	6C7 Vehicle to be equipped with red/white front auxiliary dome lamp.			
1.5	Vehicle to be equipped with cruise control.			
1.6	Vehicle to be equipped with MyLink audio system with Bluetooth for phone.			
1.7	Vehicle to be equipped with standard rubber flooring.			
1.8	9C3 Vehicle to be equipped with Police Pursuit package.			
1.9	Vehicle to be equipped with standard deep tinted glass on rear windows.			
2.0	<u>EXTERIOR:</u>	YES	NO	EXCEPTIONS
2.1	VK3 Vehicle to be equipped with front License plate bracket.			
2.2	Vehicle to be equipped with standard power adjustable mirrors.			
2.3	Vehicle to be equipped with standard reverse sensing system.			
2.4	Vehicle to be equipped with standard reverse camera.			
2.5	Vehicle to be painted in black unless specified otherwise at time of ordering.			
2.6	Vehicle to be equipped with standard running boards.			
3.0	<u>DRIVETRAIN AND ELECTRICAL:</u>	YES	NO	EXCEPTIONS
3.1	Vehicle shall be equipped with standard V-8 engine.			
3.2	Vehicle shall be four-wheel drive with rotary controls.			
3.3	6J3 Vehicle to include wiring for grille lamps and siren speakers.			
3.4	6J4 Vehicle to include wiring for horn and siren circuit.			
3.5	6J7 Vehicle to include headlamp and tail lamp flasher system.			
3.6	Vehicle to include standard auxiliary battery.			

Section Three
Specifications

4.0	<u>TIRES AND WHEELS:</u>	YES	NO	EXCEPTIONS
4.1	Vehicle to be equipped with standard black wall radial tires.			
4.2	Q5U Vehicle to be equipped with aluminum high polished wheels.			
4.3	Vehicle to be equipped with standard spare tire with jack.			
5.0	<u>INCLUDED ACCESSORIES:</u>	YES	NO	EXCEPTIONS
5.1	5HP Vehicle to have six additional keys. Program keys before delivery.			
5.2	AMF Remote Keyless entry package. Program remotes before delivery.			
5.3	R9Y Fleet Free Maintenance credit to be included.			
6.0	<u>SEPARATELY PRICED OPTIONS:</u>	ADDITIONAL COST		
6.1	List additional cost for BTV , remote vehicle start.	\$		
6.2	List additional cost for PCW , Enhanced Driver Alert Package.	\$		
7.0	<u>DELIVERY REQUIREMENTS:</u>	YES	NO	EXCEPTIONS
7.1	Delivery is to be scheduled a minimum of 48 hours in advance and made to: Fleet Management 5550 Wilkinson Blvd Charlotte, NC 28208 Call Commission Decommission Facility Supervisor a minimum of 48 hours in advance at 704-336-4189 for delivery appointment and instructions.			
7.2	All Vehicles shall be delivered with a full tank of fuel.			
7.3	MSO/Certificate of Origin, North Carolina State Inspection, MVR-1 Title application, MVR-180 Mileage/Odometer statement, and a copy of the purchase order must all be presented at time Vehicle delivery in order for delivery to be accepted.			
7.4	The owner's manual with Vehicle warranty information to be included and placed in the glove compartment.			
7.5	All eight keys and eight remotes are to be programmed and delivered with the Vehicle.			
8.0	<u>PRE-DELIVERY INSPECTION:</u>			
8.1	All window stickers to be removed from windows, separated from adhesive backing, and placed in the glove compartment before delivery.			
8.2	The Vehicle fluid levels, exterior lights, and tire pressures to be checked and no warning lights to be illuminated.			
8.3	The Vehicle interior and exterior to be clean at time of delivery.			
8.4	North Carolina state inspection to be performed and the inspection paperwork is to be included with the titling paperwork.			
9.0	<u>WARRANTY AND VEHICLE ORDERING:</u>			
9.1	Vehicle to have standard manufacturer's warranty.			
CSS.PV		Rev. 8/9/18		

CHEVROLET TAHOE 4X4 SSV

CFD.TS

REQUIREMENTS:

Chevrolet Tahoe 4x4 Special Service Vehicle CK15706

The unit required shall be the 2020 model year or later and to have all standard equipment ordinarily furnished on such models, including the following:

BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.

		COMPLY		EXCEPTIONS
		YES	NO	
1.0	<u>INTERIOR:</u>			
1.1	AZ3 9U3 Vehicle to have cloth front bucket seats with center section delete and cloth 60/40 split rear bench seat.			
1.2	Vehicle to be equipped with automatic headlamps			
1.3	JF4 Vehicle to be equipped with power adjustable pedals.			
1.4	6C7 Vehicle to be equipped with red/white front auxiliary dome lamp.			
1.5	Vehicle to be equipped with cruise control.			
1.6	Vehicle to be equipped with MyLink audio system with Bluetooth for phone.			
1.7	Vehicle to be equipped with standard rubber flooring.			
1.8	5W4 Vehicle to be equipped with Special Service package.			
1.9	Vehicle to be equipped with standard deep tinted glass on rear windows.			
2.0	<u>EXTERIOR:</u>	YES	NO	EXCEPTIONS
2.1	VK3 Vehicle to be equipped with front License plate bracket.			
2.2	Vehicle to be equipped with standard power adjustable mirrors.			
2.3	Vehicle to be equipped with standard reverse sensing system.			
2.4	Vehicle to be equipped with standard reverse camera.			
2.5	Vehicle to be painted in summit white unless specified otherwise at time of ordering.			
2.6	Vehicle to be equipped with standard running boards.			
2.7	7X6 Vehicle to be equipped with driver's side spot lamp.			
3.0	<u>DRIVETRAIN AND ELECTRICAL:</u>	YES	NO	EXCEPTIONS
3.1	Vehicle shall be equipped with standard V-8 engine.			
3.2	Vehicle shall be four-wheel drive with rotary controls.			
3.3	6J3 Vehicle to include wiring for grille lamps and siren speakers.			
3.4	6J4 Vehicle to include wiring for horn and siren circuit.			
3.5	6J7 Vehicle to include headlamp and tail lamp flasher system.			
3.6	Vehicle to include standard auxiliary battery.			
4.0	<u>TIRES AND WHEELS:</u>	YES	NO	EXCEPTIONS
4.1	Vehicle to be equipped with standard black wall radial tires.			
4.2	PZX Vehicle to be equipped with aluminum high polished wheels.			

Section Three
Specifications

4.3	Vehicle to be equipped with standard spare tire with jack.			
5.0	<u>INCLUDED ACCESSORIES:</u>	YES	NO	EXCEPTIONS
5.1	5HP Vehicle to have six additional keys. Program keys before delivery.			
5.2	AMF Remote Keyless entry package. Program remotes before delivery.			
5.3	R9Y Fleet Free Maintenance credit to be included.			
6.0	<u>SEPARATELY PRICED OPTIONS:</u>	ADDITIONAL COST		
6.1	List additional cost for BTV , remote vehicle start.	\$		
6.2	List additional cost for PCW , Enhanced Driver Alert Package.	\$		
7.0	<u>DELIVERY REQUIREMENTS:</u>	YES	NO	EXCEPTIONS
7.1	Delivery is to be scheduled a minimum of 48 hours in advance and made to: Fleet Management 5550 Wilkinson Blvd Charlotte, NC 28208 Call Commission Decommission Facility Supervisor a minimum of 48 hours in advance at 704-336-4189 for delivery appointment and instructions.			
7.2	All Vehicles shall be delivered with a full tank of fuel.			
7.3	MSO/Certificate of Origin, North Carolina State Inspection, MVR-1 Title application, MVR-180 Mileage/Odometer statement, and a copy of the purchase order must all be presented at time Vehicle delivery in order for delivery to be accepted.			
7.4	The owner's manual with Vehicle warranty information to be included and placed in the glove compartment.			
7.5	All eight keys and eight remotes are to be programmed and delivered with the Vehicle.			
8.0	<u>PRE-DELIVERY INSPECTION:</u>			
8.1	All window stickers to be removed from windows, separated from adhesive backing, and placed in the glove compartment before delivery.			
8.2	The Vehicle fluid levels, exterior lights, and tire pressures to be checked and no warning lights to be illuminated.			
8.3	The Vehicle interior and exterior to be clean at time of delivery.			
8.4	North Carolina state inspection to be performed and the inspection paperwork is to be included with the titling paperwork.			
9.0	<u>WARRANTY AND VEHICLE ORDERING:</u>			
9.1	Vehicle to have standard manufacturer's warranty.			
CFD.TS		Rev. 8/8/18		

15 PASSENGER T-350

PAL.15

REQUIREMENTS: X2Z low roof fifteen passenger wagon with 60/40 side door

The unit required shall be the 2020 model year or later and to have all standard equipment ordinarily furnished on such models, including the following:

BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.

		COMPLY		EXCEPTIONS
		YES	NO	
1.0	<u>INTERIOR:</u>			
1.1	21P Van to be equipped with pewter vinyl dual bucket seats with armrests for driver and front passenger.			
1.2	X2Z Van to be equipped with 60/40 passenger side rear door.			
1.3	18B Van to be equipped with auto headlights.			
1.4	942 Van to be equipped with daytime running lights.			
1.5	60C Van to be equipped with cruise control.			
1.6	Van to be equipped with standard front and rear heat and air conditioning.			
1.7	Van to be equipped with standard rubber flooring.			
1.8	96P Van to be equipped with Fifteen passenger seating.			
1.9	58V Van to be equipped with single CD player.			
2.0	<u>EXTERIOR:</u>	YES	NO	EXCEPTIONS
2.1	153 Van to be equipped with front License plate bracket.			
2.2	Van to be equipped with standard power adjustable short arm mirrors.			
2.3	43R Van to be equipped with Reverse sensing system.			
2.4	Van to be equipped with standard reverse camera.			
2.5	YZ Van to be painted in oxford white unless specified otherwise at time of ordering.			
2.6	68J Van to be equipped with extended length running boards.			
2.7	53B Van to be equipped with heavy duty tow package.			
2.8	67D Van to be equipped with trailer brake controller.			
3.0	<u>DRIVETRAIN AND ELECTRICAL:</u>	YES	NO	EXCEPTIONS
3.1	Van shall be equipped with standard V-6 engine.			
3.2	Van shall be rear wheel drive.			
3.3	X7L Van to be equipped with 3.73 ratio limited slip axle.			
3.4	63X Van to be equipped with single absorbed glass mat battery.			

Section Three
Specifications

4.0	<u>TIRES AND WHEELS:</u>	YES	NO	EXCEPTIONS
4.1	Van to be equipped with standard black wall radial tires.			
4.2	Van to be equipped with standard steel wheels and black center caps.			
4.3	Van to be equipped with standard spare tire with jack.			
5.0	<u>INCLUDED ACCESSORIES:</u>	YES	NO	EXCEPTIONS
5.1	86F Van to include four keys with integrated remote.			
5.2	Additional valet key to be provided without remote.			
6.0	<u>SEPARATELY PRICED OPTIONS:</u>	ADDITIONAL COST		
6.1	List additional cost for 90C , 110-volt power inverter.	\$		
7.0	<u>DELIVERY REQUIREMENTS:</u>	YES	NO	EXCEPTIONS
7.1	Delivery is to be scheduled a minimum of 48 hours in advance and made to: Fleet Management 5550 Wilkinson Blvd Charlotte, NC 28208 Call Commission Decommission Facility Supervisor a minimum of 48 hours in advance at 704-336-4189 for delivery appointment and instructions.			
7.2	All Vans shall be delivered with a full tank of fuel.			
7.3	MSO/Certificate of Origin, North Carolina State Inspection, MVR-1 Title application, MVR-180 Mileage/Odometer statement, and a copy of the purchase order must all be presented at time Van delivery in order for delivery to be accepted.			
7.4	The owner's manual with Van warranty information to be included and placed in the glove compartment.			
7.5	All four keys with integral remotes and valet key are to be delivered with the Van.			
8.0	<u>PRE-DELIVERY INSPECTION:</u>			
8.1	All window stickers to be removed from windows, separated from adhesive backing, and placed in the glove compartment before delivery.			
8.2	The Van fluid levels, exterior lights, and tire pressures to be checked and no warning lights to be illuminated.			
8.3	The Van interior and exterior to be clean at time of delivery.			
8.4	North Carolina state inspection to be performed and the inspection paperwork is to be included with the titling paperwork.			
9.0	<u>WARRANTY AND VAN ORDERING:</u>			
9.1	Van to have standard manufacturer's warranty.			
PAL.15		Rev. 8/8/18		

15 Passenger One-Ton Carpool Van

TEB.15

Requirements: low roof fifteen passenger wagon with sliding side door

The unit required shall be the 2020 model year or later and to have all standard equipment ordinarily furnished on such models, including the following:

BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.

		COMPLY		
1.0	<u>Interior:</u>	YES	NO	EXCEPTIONS
1.1	Van to be equipped with pewter vinyl dual bucket seats with armrests for driver and front passenger.			
1.2	Van to be equipped with sliding passenger side rear door.			
1.3	Van to be equipped with rear window defroster.			
1.4	Van to be speed limited to 70 MPH.			
1.5	Van to be equipped with auto headlights.			
1.6	Van to be equipped with daytime running lights.			
1.7	Van to be equipped with cruise control.			
1.8	Van to be equipped with standard front and rear heat and air conditioning.			
1.9	Van shall be equipped with lane keeping alert.			
1.10	Van to be equipped with standard rubber flooring.			
1.11	Van to be equipped with Fifteen passenger seating.			
1.12	Van to be equipped with deep tinted glass.			
2.0	<u>Exterior:</u>	YES	NO	EXCEPTIONS
2.1	Van to be equipped with front License plate bracket, include installation of the bracket to the front bumper.			
2.2	Van to be equipped with standard power adjustable short arm mirrors.			
2.3	Remote keyless entry keypad shall be programmed and installed on outside driver's door.			
2.4	Van to be equipped with Reverse sensing system.			
2.5	Van to be equipped with standard reverse camera.			
2.6	Van to be painted in silver unless specified otherwise at time of ordering.			
2.7	Van to be equipped with extended length running boards.			
3.0	<u>Drivetrain and electrical:</u>	YES	NO	EXCEPTIONS
3.1	Van shall be equipped with standard V-6 engine.			
3.2	Van shall be rear wheel drive.			
3.3	Van to be equipped limited slip axle.			
3.4	Van to be equipped with single absorbed glass mat battery.			

Section Three
Specifications

4.0	<u>Tires and Wheels:</u>	YES	NO	EXCEPTIONS
4.1	Van to be equipped with standard black wall radial tires.			
4.2	Van to be equipped with standard steel wheels and center caps.			
4.3	Van to be equipped with standard spare tire with jack.			
5.0	<u>Included Accessories:</u>	YES	NO	EXCEPTIONS
5.1	Van to include four keys with remotes.			
5.2	All seats and armrests in van shall be recovered in dealer installed black leather seating. The City requires after-market black leather for the seating surfaces only. Other parts of the seat cover including but not limited to the backs and armrests shall have black material to match the leather seating surfaces.			
6.0	<u>Separately Priced Options:</u>	Additional Cost		
6.1	List additional cost for 110-volt power inverter.	\$		
6.2	List additional cost for remote start installed and programmed.	\$		
7.0	<u>Delivery Requirements:</u>	YES	NO	EXCEPTIONS
7.1	Delivery is to be scheduled a minimum of 48 hours in advance and made to: Fleet Management 5550 Wilkinson Blvd Charlotte, NC 28208 Call Commission Decommission Facility Supervisor a minimum of 48 hours in advance at 704-336-4189 for delivery appointment and instructions.			
7.2	All Vans shall be delivered with a full tank of fuel.			
7.3	MSO/Certificate of Origin, North Carolina State Inspection, MVR-1 Title application, MVR-180 Mileage/Odometer statement, and a copy of the purchase order must all be presented at time Van delivery in order for delivery to be accepted.			
7.4	The owner's manual with Van warranty information to be included and placed in the glove compartment.			
7.5	All four keys with remotes are to be delivered with the Van.			
8.0	<u>Pre-Delivery Inspection:</u>	YES	NO	EXCEPTIONS
8.1	All window stickers to be removed from windows, separated from adhesive backing, and placed in the glove compartment before delivery.			
8.2	The Van fluid levels, exterior lights, and tire pressures to be checked and no warning lights to be illuminated.			
8.3	The Van interior and exterior to be clean at time of delivery.			
8.4	North Carolina state inspection to be performed and the inspection paperwork is to be included with the titling paperwork.			
9.0	<u>Warranty and Van ordering:</u>	YES	NO	EXCEPTIONS
9.1	Van to have standard manufacturer's warranty.			
TEB.15		Rev. 3/13/19		

REQUIRED FORMS

INVITATION TO BID ACKNOWLEDGEMENT

ITB # 269-2019-076

INTERCEPTOR AND MISCELLANEOUS VEHICLES

The Company hereby certifies receipt of the Invitation to Bid for the City of Charlotte, North Carolina ITB #269-2019-076, INTERCEPTOR AND MISCELLANEOUS VEHICLES. This form should be completed upon receipt of the City's ITB and faxed or emailed in time for the City to receive it by or before **MAY 10, 2019**. Failure to submit this form by the designated date shall not preclude the Company from submitting a bid. Please fax or email the completed form to the attention of:

Genetta Carothers
Finance Department - City Procurement
Fax: 704-632-8257
Email: gcarothers@charlottenc.gov

Date: _____

Authorized Signature: _____

Title: _____

Company Name: _____

Contact Name: _____

Contact E-mail address: _____

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

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

Indicate number of attendees: _____

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: _____

BID SUBMISSION FORM

ITB # 269-2019-076

INTERCEPTOR AND MISCELLANEOUS VEHICLES

This Bid is submitted by:

Company Name: _____

Representative (printed): _____

Address: _____

City/State/Zip: _____

Email address: _____

Telephone: _____
(Area Code) Telephone Number

Facsimile: _____
(Area Code) Fax Number

By signing above, the Bidder agrees that the City reserves the right to reject any and all Bids, to award multiple Contracts by line item, combination of items, or grand total according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this ITB. Bids are valid for one hundred twenty (120) calendar days from Bid Opening.

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

1. Bid/Bid document has been signed by authorized bidder/proposer official.
2. Bid/Bid package has been properly labeled per the instructions. (See Section 1.6)
3. Bid/Bid package contains all of the Bid/Bid Response Package Forms:
 - Bid Submission - Form Two
 - Addenda Acknowledgement - Form Three
 - Exceptions – Form Four
 - Pricing Sheet - Form Five
 - Non-Discrimination Certification Compliance - Form Six
 - Bidder References - Form Seven
 - Debarment Certification – Form Eight
 - Byrd Anti-Lobbying Certification – Form Nine
 - CCPA Plan – Form Ten
 - Specification Compliance Pages (e.g., a checklist of specifications with “meets/does not meet” columns)

ADDENDA ACKNOWLEDGEMENT FORM

ITB # 269-2019-076

INTERCEPTOR AND MISCELLANEOUS VEHICLES

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

ADDENDUM #:

**DATE ADDENDUM
DOWNLOADED FROM NC IPS:**

I certify that this Bid 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

EXCEPTIONS FORM

ITB # 269-2019-076

INTERCEPTOR AND MISCELLANEOUS VEHICLES

The undersigned Bidder agrees to provide all Products and Services requested in the ITB for the price(s) set forth in the Pricing Sheet, all in strict conformity with the terms, conditions and specifications set forth in the ITB (including any addenda or amendments), subject only to the exceptions stated in the chart below. Exceptions representing material changes to Bid terms are grounds for rejection of the Bidder's Bid.

ITB Section Number	ITB Section Title	Exception and Proposed Change to ITB

Section 4 - Required Forms
Form Four

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Terms as included herein as Section 5. As such, I have elected to do the following:

Include exceptions to the sample contract in the following section of my Bid: _____

Not include any exceptions to the Sample Terms.

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 1.8. I understand that the City is legally obligated to provide my Bid 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 Bid are marked as Trade Secret or PII: _____

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

The signature below certifies that: (a) the Bidder’s Bid complies with the requirements of this Invitation to Bid; and (b) that the Bidder takes no exception to the terms of the ITB other than those listed in the chart contained in this Form.

Date: _____

Company: _____

By: _____
Print name and title of signatory

Signature: _____

PRICING SHEET
ITB # 269-2019-076
INTERCEPTOR AND MISCELLANEOUS VEHICLES

The undersigned proposes to furnish the following items in strict conformance to the bid specifications and bid invitation issued by the City of Charlotte for this Bid. Any exceptions are clearly marked in the attached copy of bid specifications. Please do not include taxes in your Bid.

BIDS ARE DUE NO LATER THAN 2:00 P.M. EDT, JUNE 12, 2019

ITEM	DESCRIPTION	SPEC NUMBER	YEAR	MFG. NAME	MODEL	EST QTY	UNIT COST	EXTENDED COST	LEAD TIME AFETER RECEIPT OF ORDER
1	MARKED FORD POLICE INTERCEPTOR UTILITY	SUV.MKC	2020	FORD	K8A EXPLORER	152	\$	\$	
2	UNMARKED FORD POLICE INTERCEPTOR UTILITY	SUV.UNC	2020	FORD	K8A EXPLORER	40	\$	\$	
3	MARKED FORD POLICE INTERCEPTOR UTILITY HYBRID	SUV.MKH	2020	FORD	K8A EXPLORER	30	\$	\$	
4	UNMARKED FORD POLICE INTERCEPTOR UTILITY HYBRID	SUV.UNH	2020	FORD	K8A EXPLORER	15	\$	\$	
5	DODGE DURANGO AWD POLICE PURSUIT	SUV.DD	2020	DODGE	DURANGO	2	\$	\$	
6	CHEVROLET TAHOE 4X4 POLICE PURSUIT	CSS.PV	2020	CHEVROLET	CK15706 TAHOE	2	\$	\$	
7	CHEVROLET TAHOE 4X4 SPECIAL SERVICES	CFD.TS	2020	CHEVROLET	CK15706 TAHOE	4	\$	\$	
8	15 PASSENGER T-350	PAL.15	2020	FORD	X2Z T-350	2	\$	\$	
9	15 PASSENGER ONE-TON CARPOOL VAN	TEB.15	2020			6	\$	\$	

Bidders must indicate the manufacturer name and model number for item 9.

Section 4 - Required Forms
Form Five

Total Bid Price must include all equipment, labor, delivery, installation, consultation, vendor profit and all other costs associated with this project. No additional costs will be allowed.

1. Administrative Fees:

The Company **shall** submit a minimum of one (1) percent of overall CCPA Program spend by the City and Participating Public Agencies during the term of the Contract to the City as an Administrative Fee. The Administrative Fee shall be paid no later than thirty (30) days after both parties mutually agree to the quarterly report outlining the CCPA spend. The Company shall indicate their Administrative Fee below:

_____ %

2. Pricing Incentives and Rebates:

Please identify any incentive and rebates offered based on volume, dollar amounts, core credits or other criteria below:

Rebate Description	Amount or Percentage

Payment Terms: _____

The undersigned hereby certifies the Bidder has read the terms of this Bid document, including the sample Contract (Section 5) and is authorized to bind the firm to the information herein set forth.

Date: _____

Company: _____

By: _____
Print name and title of signatory

Signature: _____

NON-DISCRIMINATION PROVISION

ITB # 269-2019-076

INTERCEPTOR AND MISCELLANEOUS VEHICLES

All requests for bids or Bids issued for City contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing the enclosed Bid, the Bidder has considered all bids submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in **Section 2**.
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, religion, national origin, marital status, familial status, sexual orientation, gender identity, gender expression 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 remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid submitted with this certification, and terminate any contract awarded based on such Bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder to any remedies allowed thereunder, including possible disqualification from participating in City contracts or bid processes for up to two years.
4. As a condition of contracting with the City, the Bidder 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 suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid and to any contract awarded on such bid or Bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder to any remedies that are allowed thereunder.
5. As part of its bid, the Bidder shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: _____

BY: _____ TITLE: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

DATE: _____

REFERENCES

ITB # 269-2019-076

INTERCEPTOR AND MISCELLANEOUS VEHICLES

Company Name: _____

List three (3) clients excluding the City of Charlotte, for whom you have provided services similar to those outlined in this Invitation to Bid, for reference check:

NAME OF FIRM:	
ADDRESS OF FIRM:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
FAX NUMBER:	
NAME OF FIRM:	
ADDRESS OF FIRM:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
FAX NUMBER:	
NAME OF FIRM:	
ADDRESS OF FIRM:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
FAX NUMBER:	

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

ITB # 269-2019-076

INTERCEPTOR AND MISCELLANEOUS VEHICLES

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

I hereby certify as stated above:

(Print Name)

Signature

Title

Date

I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]

(Print Name)

Signature

Title

Date

BYRD ANTI-LOBBYING CERTIFICATION

ITB # 269-2019-076

INTERCEPTOR AND MISCELLANEOUS VEHICLES

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ (the "Company"), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

(Print Name)

Company Name

Authorized Signature

Address

Date

City/State/Zip

CCPA PLAN

ITB # 269-2019-076

INTERCEPTOR AND MISCELLANEOUS VEHICLES

Pursuant to N.C. G.S. 160A-461 and 143-129(e)(3), the City of Charlotte, Finance Department - City Procurement has established the Charlotte Cooperative Purchasing Alliance (CCPA). The purpose of the CCPA is to allow other public agencies regionally and nationwide to use contracts competitively solicited and awarded by the City of Charlotte (herein "City"). Combining the volumes of government agencies achieves cost effective pricing and reduces the administrative and overhead costs of suppliers and public agencies alike. By providing a comprehensive and competitively solicited Contract through a single bid process, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), state, other government agency or nonprofit organization can utilize the subsequent contract(s) without the need for further solicitation. Companies should consider the potential volumes when responding to this ITB. Participation by other entities is strictly voluntary and no volumes are guaranteed. Participation by other entities is strictly voluntary and no volumes are guaranteed though Participating Public Agencies will be required to register to purchase products or services through the CCPA.

More information about the CCPA can be found on the CCPA website at: www.charlottealliance.org.

The objective of this ITB is to utilize participation among the City, as well as various other Participating Public Agencies, to provide low cost reliable Products and Services. The Company must agree to receive orders from the City and all Participating Public Agencies and to provide all Services ordered to a specified City and Participating Public Agency address.

Companies shall include in detail how they will serve all Participating Public Agencies as it relates to the CCPA. Currently the CCPA has approximately 380 registered Participating Public Agencies in Arizona, California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, South Carolina, Tennessee, Texas, Virginia, Washington, and West Virginia.

Please address the following:

1. Describe your company's ability to provide Products/Services to any Participating Public Agencies in the contiguous 48 states; and the ability to deliver Products/Services in Alaska and Hawaii.
2. Address if your company has a national sales force, dealer network or distributor with the ability to serve Participating Public Agencies in all 50 U.S. states.
3. How will you monitor and report all spend by City/Participating Public Agencies to the City for auditing purposes?

The City will post all awarded contracts on the CCPA website, along with the respective vendor information. Please address the following accordingly:

1. Will your company allow the City to utilize their organization's logo on the CCPA website?
2. Will your company be willing to advertise the CCPA logo and website on your organization's website?
3. How do you plan to market the Contract(s) to other Participating Public Agencies?

SAMPLE CONTRACT

**THIS IS A SAMPLE CONTRACT FOR REFERENCE ONLY
ACTUAL CONTRACT MAY DIFFER**

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT NO. _____
CONTRACT TO PROVIDE
Interceptor and Miscellaneous Vehicles**

This Contract (the "Contract") is entered into as of this 22nd day of July, 2019 (the "Effective Date"), by and between (insert Company name), a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

STATEMENT OF BACKGROUND AND INTENT

- A. The City on behalf of itself, South Carolina entities to include Beaufort County, Buffalo-Mt. Pisgah Fire Department, Burton Fire District, Cherokee Springs Fire Department, City of Charleston, City of Greenville, City of Greer, City of Marion, City of Mullins, City of Myrtle Beach, City of North Myrtle Beach, City of Spartanburg, City of West Columbia, County of Lexington, Darlington County, Duncan Fire Department, Florence County, Georgetown County, Horry County, Lancaster County, Oconee County, Richland County School District One, Rock Hill School District Three, Surfside Beach Fire Department, Town of Aynor, Town of Pamplico, and Ware Shoals Fire Department, and all local government agencies and non-federal government agencies within Arizona, California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, South Carolina, Tennessee, Texas, Virginia, Washington, and West Virginia, any city, county, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both private and public), other government agencies or nonprofit organizations that elect to access the Contract (herein "Participating Public Agency") through the Charlotte Cooperative Purchasing Alliance (CCPA) issued an Invitation to Bid (ITB # 269-2019-076) dated **MAY 2, 2019** requesting Bids from qualified firms to provide the City and other public agencies supported under this Contract with Interceptor and Miscellaneous Vehicles, hereafter referred to as ("Products"). This Invitation to Bid, together with all attachments and any amendments, is referred to herein as the "ITB."
- B. The Company submitted a Bid in response to ITB # 269-2019-076 on June 12, 2019. This Bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Bid."
- C. The City awarded this Contract on July 22, 2019 to the Company to provide Interceptor and Miscellaneous Vehicles to the City all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Contract, the parties agree as follows:

A G R E E M E N T

- 1. INCORPORATION OF EXHIBITS.** The following exhibits are attached to this Contract and incorporated into and made a part of this Contract by reference:
- Exhibit A: Pricing Sheet (**Bid Response Form 5 as submitted by the Company**)

- Exhibit B: Specifications (Section 3 of the ITB and all addenda thereto, marked to show any exceptions taken by the Company in its Bid)
- Exhibit C: Bid Response Forms (the Bid Response Forms contained in Section 4 of the ITB and submitted by the Company, except for Form 5, the Pricing Sheet)
- Exhibit D: Additional Materials (Any additional materials submitted by the Company to describe the Products or Services) **Remove if not applicable**
- Exhibit E: Federal Contract Terms and Conditions
- Exhibit F: Federal Transit Administration Clauses

Each reference to this Contract shall be deemed to include all Exhibits. With the exception of Exhibit E (Federal Contract Terms and Conditions), any conflict between language in an Exhibit to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract. Notwithstanding anything contained in this Contract or any Exhibit to the contrary, in the event of a conflict between the language of Exhibit E and the main body of this Contract or any other Exhibit to this Contract, the language of Exhibit E shall prevail. The materials in Exhibit D shall be deemed incorporated into this Contract only to the extent they do not conflict with the main body of this Contract or any of the other Exhibits. Any conflict between Exhibit D and any other Exhibit shall be resolved in favor of the other Exhibit. Any limitations of liability, limitations of warranty, exclusion of damages or similar terms contained in Exhibit D shall be deemed in conflict and shall be excluded. [Remove if Exhibit D is not included] Each reference to (insert company name) in the Exhibits and Appendices shall be deemed to mean the Company.

2. **DEFINITIONS.** The following terms shall have the following meanings for purposes of this Contract (including all exhibits):
- 2.1 **EFFECTIVE DATE.** The term “Effective Date” refers to the effective date identified in the first paragraph of this Contract.
- 2.2 **PARTICIPATING PUBLIC AGENCY.** The term “Participating Public Agency” shall mean all local government agencies and non-federal government agencies within Arizona, California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, South Carolina, Tennessee, Texas, Virginia, Washington, and West Virginia, any city, county, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both private and public), other state agencies or nonprofit organizations providing services on behalf of government agencies and have the authority to purchase from another public agency’s competitively solicited contract.
- 2.3 **PRODUCTS.** The term “Products” shall mean Interceptor and Miscellaneous Vehicles and all other related items the Company agreed to provide to the City in its Bid.
- 2.4 **SERVICES.** The term “Services” shall include all services that the Company agreed to provide to the City in its Bid.
3. **TERM.** The initial term of this Contract will be for one (1) year from the Effective Date with an option to renew for four (4) additional one-year terms. This Contract may be extended only by a written amendment to this Contract signed by both parties.
4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**
- 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time

by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of this Contract.

5. **OPTIONS AND ACCESSORIES.** The City may, in its discretion, purchase from the Company options and accessories beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION.** The company will provide for all Products purchased under this Contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such Products for the purpose for which the City is acquiring them.

7. **ADMINISTRATIVE FEE.** The Company shall pay the City a quarterly administrative fee in the amount of 1% of all CCPA Program Spend by the City and Participating Public Agencies during the term of the Contract. The Administrative Fee shall be paid no later than thirty (30) days after both parties mutually agree to the quarterly report outlining the CCPA spend.

8. **COMPENSATION.** The City shall pay the Company for the Products and Services delivered in compliance with the specifications at the unit prices set forth in Exhibit A. This amount **constitutes** the maximum fees and charges payable to the Company in the aggregate under this Contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit A. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.

9. **PRICE ADJUSTMENT.**

9.1 The price(s) stated in this Contract shall not increase for the entire one-year term of this Contract. The prices shall also not increase during the four (4), one-year renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:

9.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

9.1.2 To obtain approval for a price increase, the Company shall submit a written request to the City Procurement representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
Finance Department / City Procurement
600 East Fourth Street
Charlotte, NC 28202

9.1.3 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.

9.1.4 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.

9.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

9.3 If a Product becomes unavailable, or if a new Product becomes available, the Company will promptly send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

10. BILLING. Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one (1) copy of each invoice to cocap@charlottenc.gov. The Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one (1) copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

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.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice; (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice.

11. CONTRACT MONITORING. The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.

12. REPORTING. The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.

13. AUDIT. During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through

a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the 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 \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

14. GENERAL WARRANTIES. Company represents and warrants that:

- 14.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of [REDACTED], and is qualified to do business in North Carolina;
- 14.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 14.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
- 14.4 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;
- 14.5 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
- 14.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

15. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Company represents warrants and covenants that:

- 15.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- 15.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 15.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 15.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

16. COMPLIANCE WITH LAWS. All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

17. DELIVERY TIME. When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid

shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

- 18. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By “new”, the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter’s codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

- 19. DESIGN AND/OR MANUFACTURER REQUIREMENT.** All Products and Services shall meet the Specifications set forth in Section 3 of the ITB.

- 20. INSPECTION AT COMPANY’S SITE.** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days’ notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

20. PREPARATION FOR DELIVERY.

20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc.).

20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City’s purchase order or in the Contract.

- 21. ACCEPTANCE OF PRODUCTS/SERVICES.** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company’s expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

22. **GUARANTEE.** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
23. **NO LIENS.** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
24. **MANUFACTURER OR DEALER ADVERTISEMENT.** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
25. **RIGHT TO COVER.** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the 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 obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - b. Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
26. **RIGHT TO WITHHOLD PAYMENT.** If Company breaches any provision of the Contract, the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **LIQUIDATED DAMAGES.** The Company acknowledges and agrees that the City may incur costs if the Company fails to meet the certain requirements set forth in the Specifications (including without limitation the failure to provide the manufacturer's production tracking system report, loss of grant funds due to late deliveries, and failure to complete all known recalls prior to delivery and/or the required number of keys and remotes programmed at the time of delivery). The Company further acknowledges and agrees that: (a) the City may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Company agrees to pay liquidated damages at the rates set forth in the Specifications.
28. **OTHER REMEDIES.** Upon breach of the 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.
29. **TERMINATION.**
- 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
 - 29.2 **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 or more of the following events:

- 29.2.1 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
- 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
- 29.2.3 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 this 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 pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 29.3 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 or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
 - 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
 - 29.3.2 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.
- 29.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the 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.
- 29.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 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 delivery of Products or 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.

- 29.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 **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 Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
 - 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
 - 29.8.3 Performing the transition service plan activities;
 - 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
 - 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
30. **NO DELAY DAMAGES.** Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.
31. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
32. **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 activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
33. **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 any of them 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 Work 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; or (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 a violation of any federal, state or local law, regulation or ordinance

by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) 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: (a) 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 (b) 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) or any other legal theory or principle, in connection with an Infringement Claim.

- 34. INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- a. Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- b. Commercial General Liability: Bodily injury and property damage liability as shall protect the successful Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- c. Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. 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 Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

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

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

Certificates of all required insurance shall contain the provision that the City will be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. All insurance certificates must include this Contract number in the description field.

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

- 35. COMMERCIAL NON-DISCRIMINATION.** As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

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

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

- 36. COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. 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 this agreement.

37. WORK ON CITY’S PREMISES. The Company will ensure that its employees and agents shall, whenever on the City’s premises, obey all instructions and directions issued by the City’s project manager with respect to work on the City’s premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city’s premises.

38. BACKGROUND CHECKS. The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company’s standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:

- a. Criminal records search,
- b. Identification verification; and
- c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

39. RESERVED.

40. 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:
	Kay Elmore
	City of Charlotte
	City Procurement
	600 East Fourth Street, 9 th Floor
	Charlotte, NC 28202
Phone:	Phone: 704-336-2524
Fax:	Fax: 704-632-8252
E-mail:	E-mail: kelfmore@charlottenc.gov

With Copy To:	With Copy To:
	Adam Jones
	City of Charlotte
	City Attorney's Office
	600 East Fourth Street, 15 th Floor
	Charlotte, NC 28202
Phone:	Phone: 704-336-3012
E-mail:	E-mail: amjones@charlottenc.gov

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

- 41. SUBCONTRACTING.** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
- 42. FORCE MAJEURE.** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- a. Could not have been prevented by reasonable precaution;
- b. Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- c. 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.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) 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 fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

43. CONFIDENTIALITY.

- 43.1. **DEFINITIONS.** As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in

the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

- 43.1.1. 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.
- 43.1.2. Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
- 43.1.3. Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 43.1.4. Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 43.1.5. Citizen or employee social security numbers collected by the City.
- 43.1.6. 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.
- 43.1.7. Local tax records of the City that contains information about a taxpayer’s income or receipts.
- 43.1.8. Any attorney / client privileged information disclosed by either party.
- 43.1.9. 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.
- 43.1.10. The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 43.1.11. Building plans of city-owned buildings or structures, as well as any detailed security plans.
- 43.1.12. Billing information of customers compiled and maintained in connection with the City providing utility services.
- 43.1.13. Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 43.1.3 through 43.1.13 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: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) 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 year prior to the date of this Contract.

- 43.2. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
- 43.2.1. Company 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.
 - 43.2.2. Company 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 Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
 - 43.2.3. Company 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 Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - 43.2.4. Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
 - 43.2.5. Company 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 Contract.
 - 43.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, 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.
 - 43.2.7. 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.
 - 43.2.8. Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
 - 43.2.9. Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company 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 Contract.

- 43.3. EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- 43.3.1. Was already known to Company prior to being disclosed by the City;
 - 43.3.2. Was or becomes publicly known through no wrongful act of Company;
 - 43.3.3. Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - 43.3.4. Was used or disclosed by Company with the prior written authorization of the City;
 - 43.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
 - 43.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

44. MISCELLANEOUS.

- 44.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. 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. Notwithstanding the foregoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 44.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 44.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such 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.
- 44.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 44.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion

of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit 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.

- 44.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the foregoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 44.7 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.
- 44.8 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 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.
- 44.9 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 this Contract.
- 44.10 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 work.
- 44.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 44.12 SURVIVAL OF PROVISIONS. Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	“Term”
Section 14	“General Warranties”
Section 15	“Additional Representations and Warranties”
Section 22	“Guarantee”
Section 28	“Other Remedies”

Section 29	“Termination”
Section 33	“Indemnification”
Section 34	“Insurance”
Section 40	“Notices”
Section 43	“Confidentiality”
Section 44	“Miscellaneous”

- 44.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 44.14 NC REQUIRED TERMS. The following terms are incorporated into this Contract for compliance with state law:
- 44.14.1 E-Verify. Company will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
 - 44.14.2 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.
- 44.15 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]

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.

[INSERT COMPANY NAME]

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

**CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT**

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE**

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

**EXHIBIT A – PRICING SHEET
FORM 5 OF ITB #269-2019-076**

INTENTIONALLY LEFT BLANK FOR SAMPLE CONTRACT

EXHIBIT B – SPECIFICATIONS
SECTION 3 OF ITB #269-2019-076 AND ALL ADDENDA
INTENTIONALLY LEFT BLANK FOR SAMPLE CONTRACT

EXHIBIT C – BID RESPONSE FORMS
SECTION 4 OF ITB #269-2019-076

INTENTIONALLY LEFT BLANK FOR SAMPLE CONTRACT

EXHIBIT D – ADDITIONAL MATERIALS [OPTIONAL]

INTENTIONALLY LEFT BLANK FOR SAMPLE CONTRACT

EXHIBIT E – FEDERAL CONTRACT TERMS AND CONDITIONS

This Exhibit is attached and incorporated into the Interceptor and Miscellaneous Vehicles (the “Contract”) between the City of Charlotte and [COMPANY NAME] (the “Company”). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder’s list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder’s list, the Company shall notify the City immediately. The Company’s completed Form 8 – Vendor Debarment Certification is incorporated herein as Form [EXHIBIT LETTER].1 below.
2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Company certifies that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
 - c. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - d. The Company's completed Form 9 – Byrd Anti-Lobbying Certification is incorporated herein as Form [EXHIBIT LETTER].2 below.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** The Company shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter resulting from the Contract.
11. **Remedies.**
- 11.1 **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 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.

11.2 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.

11.3 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 the Contract.

11.4 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.

11.5 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.

12. Termination for Convenience and for Cause.

12.1 TERMINATION FOR CONVENIENCE.

The City may terminate the 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, Company shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. The forgoing payment obligation is contingent upon 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.

12.2 TERMINATION FOR DEFAULT BY EITHER PARTY.

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

- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in the Contract, provided that, unless otherwise stated in the 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 the 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 the Contract and shall state the party's intent to terminate the Contract if the default is not cured within the specified period.

13. Indemnification.

13.1 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: (a) the term "Indemnitees" means 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 (b) 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 13 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

EXHIBIT F – FEDERAL TRANSIT ADMINISTRATION CLAUSES

1. Federal Applicability.

The Work to be performed under this Contract will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Contract. The most recent of such Federal requirements, including any amendments made after the execution of this Contract, shall govern this Contract, unless the Federal Government determines otherwise. This Section identifies the Federal requirements that are applicable to this Contract. The Contractor is responsible for complying with all applicable provisions.

To the extent applicable, the Federal requirements contained in the most recent version of the FTA Master Contract, including any certifications and contractual provisions required by any Federal statutes or regulations referenced therein to be included in this Contract, are deemed incorporated into this Contract by reference and shall be incorporated into any subcontract or subcontract executed by the Company pursuant to its obligations under this Contract. The Contractor and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Contract then in effect and with all applicable Federal, State and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the Work to be performed under this Contract. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the FTA terms and conditions.

2. Fly America.

The Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent such service is available, in compliance with §5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. §40118, and U.S. GSA regulations, “Use of U.S. Flag Air Carriers,” 41 CFR §§ 301-10.131 through 301-10.143.

This requirement extends to all third party contractors and their contracts at every tier and this clause shall be included in all such subcontracts.

3. Buy America.

All iron, steel and manufactured products provided by the Contractor shall be of domestic manufacture or origin, except as otherwise approved by the City. The Contractor agrees to comply with 49 U.S.C. §5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. See Section 00 40 00 of this Project Manual for the required certification to be included at the time of Bid submission. General waivers are listed in 49 CFR 661.7.

This requirement extends to all third party contractors and their contracts at every tier and this clause shall be included in all such subcontracts. Contractors shall require any subcontractors providing iron, steel or manufactured products to provide certification of Buy America compliance.

In addition to the certification required at the time of Bid submission, the Contractor shall be required to submit additional Buy America certifications throughout the term of the Contract, specifically with

each submittal, payment request and at final completion. See Section 00 60 00 of this Project Manual for the required certifications.

Whenever the Contractor provides a product the Contractor shall first ensure that the product is of domestic manufacture or origin. The Contractor shall submit certification with documentation of Buy America compliance, which shall include a certified letter from the manufacturer of the product stating such compliance for all iron, steel or manufactured products, *prior* to the incorporation of such product into the Project. This certification shall be submitted with each Submittal from the Contractor to the Engineer. Similar certifications are required with each payment request and final completion, less an additional certified letter from the manufacturer since such letter shall already have been obtained.

Should the Contractor find it necessary to provide iron, steel, or manufactured products, which are not produced in the U.S. in sufficient and reasonably available quantities, then the Contractor shall submit a written justification to the Engineer describing in detail the product, its estimated cost, the rationale for its use in the Project and the basis for the Contractor's belief that the product is of limited domestic availability. The City, in its sole discretion, will determine whether to seek a waiver of the Buy America requirements from the U.S. Secretary of Transportation. Should the City determine that there is insufficient basis for seeking a waiver, or if a waiver request is denied by US-DOT, the Contractor shall redesign the Project to conform with Buy America requirements at no additional cost to the City.

The City may investigate the Contractor's and any subcontractors' or suppliers' compliance with this Article. If an investigation is initiated, the Contractor shall document his compliance and cooperate with the investigation. The Contractor shall include the terms of this Article in every subcontract or purchase order as necessary to enforce such provision.

The Contractor's non-compliance with all or any portion of this Article shall constitute a material breach of contract for which the City may, in addition to all other remedies provided by law by the Contract, or otherwise, terminate this Contract for default. The Contractor further agrees to indemnify and hold the City free and harmless from and against any and all liability, loss, costs, claims, demands, damage, or expense of every kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and costs of litigation) that the City suffers or incurs arising from, or out of, or by reason of the Contractor's non-compliance or alleged non-compliance with any provision of this Article.

4. Cargo Preference.

The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for U.S.- flag commercial vessels. The Contractor shall furnish within twenty (20) days after the date of loading for shipments originating within the U.S. or within thirty (30) days after the date of leading for shipments originating outside the U.S., a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment to this Project to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the City (through the Contractor in the case of a subcontractor's bill-of-lading).

This requirement extends to all third party contractors and their contracts at every tier and this clause shall be included in all such subcontracts.

5. Seismic Safety Requirements.

The Contractor agrees that if any new building or addition/renovation to an existing building will be constructed in accordance with the standards for seismic safety required in US-DOT Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. If any new building or addition/renovation to an existing building will be constructed, the Contractor also agrees to ensure that all Work performed under this Contract including Work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

6. Energy Conservation.

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321, *et seq.*

This requirement extends to all third party contractors and their contracts at every tier and this clause shall be included in all such subcontracts.

7. Clean Water.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251, *et seq.* The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars (\$100,000.00) financed in whole or in part with Federal assistance provided by FTA.

8. Lobbying.

The Contractor agrees to comply with the provisions of Title 31, U.S.C. 1352, The Byrd Anti-Lobbying Amendment, as in force or as it may hereafter be amended. The Contractor and all subcontractor tiers shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City. The Contractor shall make such disclosure on the disclosure form included in the Project Manual.

The Contractor further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars (\$100,000.00) or more.

9. Access to Records & Reports.

The City is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the U.S. or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any Project Management Oversight (PMO) Contractor access to Contractor's records and

construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving Federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Where any City which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the Contract to the City, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

The Contractor agrees to include the above clause(s) in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

10. Federal Changes.

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

This requirement extends to all third party contractors and their contracts at every tier and this clause shall be included in all such subcontracts.

11. Clean Air.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars (\$100,000.00) financed in whole or in part with Federal assistance provided by FTA.

12. Recycled Products.

The Contractor agrees to comply with all the requirements of the Resource Conservation and Recovery Act (RCRA) §6002, as amended and now cited as 42 U.S.C. 6962, including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

This requirement extends to all third party contractors and their contracts at every tier.

13. Reserved.

14. Contract Work Hours & Safety Standards Act.

- 14.1 *Overtime requirements.* No Contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- 14.2 *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (14.1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in the paragraph (14.1) of this section, in the sum of ten dollars (\$10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (14.1) of this section.
- 14.3 *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in the paragraph (14.2) of this section.
- 14.4 *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (14.1) through (14.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in the paragraphs (14.1) through (14.4) of this section.

In addition to the clauses contained in Paragraphs (14.1) through (14.4) herein, the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Contractor or subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the City, the FTA, or the Department of Labor, insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the City and the Department of Labor, and the Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

15. No Government Obligation to Third Parties.

The City and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the

express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.

16. Program Fraud & False or Fraudulent Statements & Related Acts.

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801, *et seq.* and US-DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA-assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

17. Government-wide Debarment & Suspension.

This Contract is a covered transaction for purposes of 2 CFR Part 1200.220, and 2 CFR Part 180.200, which replaces the requirements and guidelines of the previously controlling 49 CFR Part 29. As such, the Contractor is required to verify that neither it, nor its principals (as defined at 2 CFR 180.995) or affiliates (as defined at 2 CFR 180.905) is excluded (as defined at 2 CFR 180.940) or disqualified (as defined at 2 CFR 180.935). The Contractor, pursuant to 2 CFR 180.330(a) – (b), must also include a term or condition in lower-tier transactions requiring lower-tier participants to comply with requirement in subpart C in 2 CFR 180, and require lower-tier participants to pass the requirement to comply with 2 CFR subpart C to each person with whom the lower-tier participant enters into a covered transaction at the next lower tier. Subpart C of 2 CFR 180 requirements (Contractor and lower-tier participants must comply):

Verification

The Contractor and all lower-tier participants must verify that the person with whom the Contractor or lower-tier participant intends to do business with is not excluded, pursuant to the definition set out in 2 CFR 180.940, or disqualified, pursuant to the definition in 2 CFR 180.935. The Contractor and all lower-tier participants may do this by either: (a) checking the Excluded Parties List System (EPLS), found at <https://www.sam.gov/portal/public/SAM/>, (b) collecting the certification form from the lower-

tier participant, or (c) adding a clause or condition to the covered transaction with that lower-tier participant.

Disclosing Information

The Contractor and all lower-tier participants, before entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR 180.355.

18. Civil Rights Requirements.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, §303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, §202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity: The following equal employment opportunity requirements apply to this Contract:

Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age

In accordance with §4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities

In accordance with §102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include the requirements of this Article in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

19. Incorporation of FTA Terms.

The provisions of this Contract include, in part, certain standard terms and conditions required by the US-DOT, whether or not expressly set forth in the Contract provisions. All applicable contractual provisions required by US-DOT, as set forth in FTA Circular 4220.1F or Federal law, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the FTA terms and conditions.

The Contractor also agrees to include the requirements of this Article in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

20. Federal Acquisition Regulations (F.A.R.) Compliance.

Any adjustment to the Contractor's compensation under the Contract shall include only costs and other compensation that are allowable, allocable and reasonable as provided elsewhere herein, or otherwise by law, and that are allowable, allocable and reasonable under the Contract Cost Principles of the Federal Acquisition Regulations (F.A.R.) System, 48 CFR, Ch.1, Pt.31, and any implementing guidelines or regulations issued by the said Administration.

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Charlotte Cooperative Purchasing Alliance (CCPA) Master Intergovernmental Cooperative Purchasing Agreement will allow a Participating Public Agency to purchase commodities and/or services from any and all CCPA Contracts, under the same terms, conditions and prices as stated in each contract competitively solicited and awarded by the City of Charlotte, North Carolina (“Contracting Agent”) on behalf of itself and all other public agencies. It is hereby agreed to by CCPA and the Participating Public Agency (Participants) that:

1. CCPA has followed procurement procedures for products and/or services offered by this Agreement in accordance with CCPAs governing procurement statutes and regulations.
2. The cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
3. It is the sole responsibility of each Participating Public Agency to follow their state procurement statutes as it pertains to cooperative purchasing, and the rules and regulations that govern each Participant’s procurement practices.
4. CCPA cooperative purchasing contracts are available to Participating Public Agencies “as is,” and CCPA is under no obligation to revise the terms, conditions, scope, price, and/or other conditions of the contract for the benefit of the Participants.
5. It is the sole responsibility of the Participating Public Agency to accept delivery of products and/or services, and the Participants hereby agree to make timely payments to each Company for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Participating Public Agency and the Company are to be resolved between the Participating Public Agency and the Company.
6. The City of Charlotte shall not be held liable for any costs, damages, expenses, fees, or liabilities incurred by any other Participating Public Agency as a result of any contract or other arrangement entered into between that Participant and the Company.
7. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
8. This Agreement incorporates all Contracts, covenants and understandings between CCPA and the Participating Public Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed, or amended except by written revision or addendum executed by both parties.
9. This agreement is non-exclusive and shall not in any way preclude Participating Public Agencies from entering into similar agreements and/or arrangements with other Cooperative Purchasing Programs, or from acquiring similar goods and services from other sources.
10. This agreement shall take effect after the Participating Public Agency submits the competed electronic CCPA registration and shall remain in effect until termination by a party giving 30 days written notice to the other party.