INVITATION TO BID

LAW ENFORCEMENT VEHICLES

ITB # 269-2016-009

CITY OF CHARLOTTE
NORTH CAROLINA

JULY 23, 2015

THE CITY OF CHARLOTTE/MECKLENBURG COUNTY
PROCUREMENT MANAGEMENT DIVISION
MANAGEMENT & FINANCIAL SERVICES
600 EAST FOURTH STREET
CHARLOTTE, NORTH CAROLINA 28202

Date: July 23, 2015 Bid Number: 269-2016-009

Subject: Invitation to Bid for:

LAW ENFORCEMENT VEHICLES

The City of Charlotte on behalf of itself and other public agencies is soliciting bids from qualified Suppliers to provide LAW ENFORCEMENT VEHICLES to satisfactorily support the City, and other public agencies supported under this contract. This Invitation to Bid is issued on behalf of the Charlotte Cooperative Purchasing Alliance (CCPA) through a 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.

A pre-Bid conference for the purpose of reviewing the ITB and answering questions regarding the Project, will be held on **AUGUST 5, 2015 at 9:00 a.m. EDT,** at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street, Procurement Management Division, 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.

Bids are due to the Management & Financial Services, Finance Office - Procurement Management, located on the 9th floor of the Charlotte-Mecklenburg Government Center, 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **2:00 p.m. EDT** on **AUGUST 19, 2015**.

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 1.9.** 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 Invitation to Bid will be documented in a written addendum, issued by the Procurement Management Division. These addenda will be posted on the Internet, at www.ips.state.nc.us, and may be accessed at this website by searching for bid number **269-2016-009**.

A response from your firm to this Invitation to Bid would be appreciated. Questions should be submitted in writing to **Genetta N. Carothers** at **gcarothers@charlottenc.gov** .

Sincerely,

Kay Elmore
Chief Procurement Officer

cc: Genetta Carothers, Procurement Management
Scott Hahm, Fleet Management
Rick Smith, Police
Karen Ewing, Procurement Management
Scott Nabers, Fleet Management
Nick Zorn, Fleet Management

1. Charlotte Cooperative Purchasing Alliance:

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.

CPPA 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. CPPA 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 "CLT." The other government entities and non-profits 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.

The Supplier(s) shall establish a direct contractual relationship with each Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Master Agreement. The CLT shall not be responsible for any costs, damages, liabilities or other obligations incurred in connection with any Participating Public Agency's use of a CCPA Contract. It is up to the Supplier and the Participating Public Agency to ensure that the Contract is valid and binding as to the Supplier and the Participating Public Agency, and that all required approvals have been obtained.

The subsequent contract(s) shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public (government) Agency exists.

1.1 Objective: The ITB is intended to achieve the following objectives:

1.1.1 Enable the City to determine which Bidder and Bid will best meet the City needs;

1.1.2 Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;

1.1.3 Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;

1.1.4 Combine the volumes of Participating Public Agencies to achieve cost effective pricing; and

1.1.5 Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems.

1.2 Participating Public Agencies: The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

The City of Charlotte shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

To participate in the CCPA, each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the CCPA Contracts. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as **Appendix A**.

1.3 Review and Comply: This Invitation To Bid consists of the following components:

"Cover Letter:" the letter that appears on the first two pages of this Invitation To Bid;

Section I: General instructions regarding the bid process (called "*Instructions To Bidders")*;

Section 2: The City's standard contractual terms and conditions (called the "*Terms and Conditions*")

Section 3: Special conditions that apply to this procurement (called *"Special Conditions")*;

Section 4: Specifications that describe the functions or features of the products and services for which the City seeks bids (called *"Specifications")*;

Section 5: Insurance and indemnity requirements (called "*Insurance Requirements");*

Section 6: The forms that a Bidder is required to complete and return as its Bid (called the *"Bid Response Forms")*;

Section 7: The form contract that the City and the successful Bidder will sign upon award of a contract by City Council (called the "Form Contract");

Addenda*:* refers to any and all modifications or additions to this Invitation to Bid that are issued in writing by the City's Procurement Management Division.

Each reference to this Invitation to Bid (also referred to as "ITB") includes all components listed 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.

1.4 Definitions:

Bid:	A bid submitted in response to this ITB. A Bid shall be made on the Bid Response Forms included in **Section 6** of this ITB.
Bidder:	A person or entity that submits a Bid.
CBI:	Refers to the Charlotte Business INClusion office of the City of Charlotte.
CCPA:	The Charlotte Cooperative Purchasing Alliance.
City:	The City of Charlotte, North Carolina.
CLT:	Refers to the City of Charlotte Finance Office/Procurement Management.
Company:	A Bidder 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 Form Contract set forth in **Section 7** 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; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
FTA:	Refers to the Federal Transit Administration.
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:	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 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.
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: 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.

WBE: 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.

1.5 **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 Form Contract contained in **Section 7** of this ITB, together with all attachments referenced therein.

1.6 **Exceptions:** Each Bid submitted in response to this Invitation to Bid constitutes a binding offer to comply with all terms, conditions, special conditions, specifications, and requirements stated in this Invitation to Bid (including but not limited to the Form Contract), 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 Invitation to Bid, the Bidder must clearly identify in **Section 6, Form 2** of the Bid Response Forms each of the following: (a) the number and title of each section of this ITB that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder. Bidders are reminded that a material variance from the terms of this Invitation to Bid may result in the Bid being rejected by the City.

1.7 **Multiple/Alternate Bids:** No Bidder shall submit more than one 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.

1.8 How to Prepare Bid Responses: All bids shall be prepared as follows:

1.8.1 Complete the Bid Response Forms provided in **Section 6** of this Invitation to Bid. **Bid responses must be submitted only on these forms.**

1.8.2 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.

1.8.3 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.

1.9 How to Submit Bid Responses: All Bidders shall:

1.9.1 Submit their Bid in a sealed opaque envelope with the following information written on the outside of that envelope:

1.9.1.1 The Bidder's company name;

1.9.1.2 The bid number as indicated on the cover letter to this Invitation to Bid; and

1.9.1.3 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 Invitation to Bid.

1.9.2 Mail or Deliver one (1) unbound original Bid signed in ink by a company official authorized to make a legal and binding offer and three (3) electronic copies on CD or flash drive in PDF format to the address listed below, to be received no later than **AUGUST 19, 2015 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 to:

Charlotte/Mecklenburg Government Center
Finance - Procurement Management, 9th Floor
600 East Fourth Street
Charlotte, NC 28202
Attn: **Genetta N. Carothers**

Due to increased security concerns at the Charlotte-Mecklenburg Government Center (CMGC) sealed boxed 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.

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

1.9.4 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.

1.10 Trade Secrets/Confidentiality: Upon receipt at the Procurement Management Division, your Bid is considered a public record except for material which qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et. seq. After the Bid opening your Bid will be provided to City staff and others who participate in the evaluation process, and to members of the general public who submit public records requests. To properly designate material as trade secret under these circumstances, each Bidder must take the following precautions: (a) any trade secrets submitted by a Bidder must be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Bid," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.

Do not attempt to designate your entire Bid as a trade secret, and do not attempt to designate pricing information as a trade secret. Doing so may result in your Bid being disqualified.

In submitting a Bid, each Bidder agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who assist the City in the selection process. Furthermore, each Bidder agrees to indemnify 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, which the Bidder has designated as a trade secret.

1.11 Questions: The City is committed to providing all prospective Bidders with accurate and consistent information in order to ensure that no Bidder obtains an unfair competitive advantage. To this end, from the date of this Invitation to Bid until the time of Bid opening, no interpretation or clarification of the meaning of any part of this Invitation to Bid will be made orally to any prospective Bidder. Requests for information or clarification of this Invitation to Bid must be made in writing and addressed to **GENETTA N. CAROTHERS** at the address, fax, or email address listed below, with e-mail being the preferred method of communication. Questions should reference the Invitation to Bid page and topic number. In order for questions to be answered at the pre-bid meeting, they must be submitted by **12:00 p.m. EDT** on **AUGUST 4, 2015**.

GENETTA N. CAROTHERS
Finance - Procurement Management
ITB # 269-2016-009
600 East Fourth Street, 9th Floor
Charlotte, North Carolina 28202
Phone: 704-336-5195
Fax: 704-632-8257
E-mail: gcarothers@charlottenc.gov

The City will post answers to questions posed by prospective Bidders and/or general information concerning this Invitation to Bid in the form of an addendum to the Invitation to Bid on the Internet at www.ips.state.nc.us. Invitation to Bid information can be accessed at the website by searching for bid number **269-2016-009**. **It is the responsibility of the prospective Bidder to check the website for any addenda issued for this Invitation to Bid.** The City reserves the right to disqualify any prospective Bidder who contacts a City employee, or agent concerning this Invitation to Bid, other than in accordance with this Section.

1.12 How to Submit an Objection Relating to This Invitation To Bid:

1.12.1 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.

1.12.2 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.

1.12.3 Except for objections raised at the pre-bid conference, all objections must be in writing directed to the Procurement Management contact designated in the preceding section.

1.12.4 Failure to object in the manner specified above shall constitute a waiver of any objections the Bidder may have to the terms of this Invitation to Bid, or anything that occurred in the bid process through the end of the pre-bid conference.

1.13 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.

1.14 Errors in Bids: In case of error in extension of prices in the Bid, the unit prices shall govern.

1.15 City's Rights and Options: The City reserves the following rights, which may be exercised at the sole discretion of the City of Charlotte:

1.15.1 to supplement, amend, substitute or otherwise modify this ITB at any time;

1.15.2 to cancel this ITB with or without the substitution of another ITB;

1.15.3 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;

1.15.4 to issue additional requests for information;

1.15.5 to require one or more Bidders to supplement, clarify or provide additional information in order for the City to evaluate the Bids submitted;

1.15.6 to conduct investigations with respect to the qualifications and experience of each Bidder;

1.15.7 to change the Bid opening date or any other dates relevant to this ITB;

1.15.8 to waive any defect or irregularity in any Bid received;

1.15.9 to reject any or all Bids;

1.15.10 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

1.15.11 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.

1.16 **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.

1.17 **Invitation to Bid Not an Offer:** This Invitation to Bid does not constitute an offer by the City. No recommendations or conclusions from this Invitation to Bid 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.

1.18 **Charlotte Business INClusion**: 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.

1.19 **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.

1.20 **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.

1.21 **Anti-lobbying Provision:** Maintaining the integrity of its Invitation to Bid 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.

1.22 **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.

1.23 **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. Items identified in **Section 4** as Products for which no substitute is acceptable.

1.24 **To Submit a Proposed Alternate Product In Lieu of a Specified Brand:** No alternate products will be considered for this Contract.

1.25 **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 up to each Bidder to conduct its own due diligence as to what statutory requirements may apply.

1.26 **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: (a) identify a guarantor that is acceptable to the City, (b) provide the City with the same financial information about the guarantor that the Bidder is required to provide about itself under this ITB; and (c) 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 forgoing shall be grounds for rejection of the Bidder's Bid.

1.27 **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, incentives, reporting, and any applicable environmentally preferable attributes associated. The City reserves the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as cost.

1.28 **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	Packaging
Biodegradability	Reduced toxicity
Energy and water efficiency	Low volatile organic compounds
Durability	Take back options

Environmentally Preferable Products 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.

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.

1.29 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, Finance - Procurement Management 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.

1.30 Post Award Conference: A Post-Award Conference will be scheduled as soon as practical after the award of the Contract. The successful Bidder 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. The successful Bidder shall provide at least two (2) local telephone numbers that may be used to contact the successful Bidder's authorized representative in the event of an emergency after normal business hours.

1.31 Charlotte Cooperative Purchasing Alliance: Except as specifically set forth in the Bidder's Bid, 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 Charlotte Cooperative Purchasing Alliance ("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, members of CCPA 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 Bidder(s) 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 Bidder may notify other public entities of the availability of the Contract(s) for use under the CCPA. Other public entities desiring to procure Products and Services under the terms 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.

Each member of CCPA has the option of executing a separate contract with the successful Bidder(s). Public entities may add terms and conditions to their proposed contract(s) with the successful Bidder to the extent allowed or required by statute, ordinances, regulations or policy. If such proposed additional terms are not acceptable to the successful Bidder, the Bidder may refuse to enter into a contract with such public entity.

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.

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**. 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:

2.1.1 ___ **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.

2.1.2 **X** **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:

2.2.1 **X** **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.

2.2.2 ____ **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 Invitation to Bid 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 Invitation to Bid, (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 at 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 **Section 6, Form 3** of the Bid Response Package (Pricing Sheet).

2.6 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.

2.7 Quality: Unless this Invitation to Bid 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.

2.8 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).

2.9 Preparation For Delivery:

2.9.1 **Condition and Packaging.** All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Bidder shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Bidder 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.

2.9.2 **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).

2.9.3 **Shipping.** The Bidder shall follow all shipping instructions included in this Invitation to Bid, the City's purchase order or in the Contract with the City.

2.10 Acceptance of Products/Services: The Products delivered under this Invitation to Bid shall remain the property of the successful Bidder 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 successful Bidder and return such Products (and any related goods) to the Bidder at the Bidder's expense. In the event the Services provided under this Invitation to Bid 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 successful Bidder. 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.

2.11 **Guarantee:** Unless otherwise specified by the City, the Bidder 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 Bidder 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.

2.12 **Manufacturer or Dealer Advertisement:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

2.13 **Right to Cover:** If the successful Bidder fails to comply with any term or condition of the Contract or the Bidder's response to this Invitation to Bid, 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:

2.13.1 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

2.13.2 Recover from such Bidder 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 Bidder's response to this Invitation to Bid.

2.14 **Right to Withhold Payment:** If a Bidder breaches any provision of the Contract, the City shall have the right to withhold all payments due to the Bidder until such breach has been fully cured.

2.15 **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:

2.15.1 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;

2.15.2 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

2.15.3 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.

2.16 **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.

2.17 **Compliance with Laws:** All Products and Services delivered under this Invitation to Bid shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the successful Bidder shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

2.18 **E-Verify:** As a condition for payment under this Contract, Company shall: (i) comply with the E-Verify requirements set forth in Article 2 of Chapter 64 of the North Carolina General Statutes (the "E-Verify Requirements"); and (ii) cause each subcontractor under this Contract to comply with such E-Verify Requirements as well. 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 any failure by Company or any subcontractor to comply with the E-Verify Requirements.

2.19 **No Liens:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.

2.20 **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.

2.21 **Amendment:** No amendment or change to the Contract shall be valid unless in writing and signed by both parties to the Contract.

2.22 **Governing Law and Jurisdiction:** North Carolina law shall govern the interpretation and enforcement of the Contract, and any other matters relating to the Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to the Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By submitting a response to this Invitation to Bid, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

2.23 **Binding Nature and Assignment:** The Contract shall bind the parties and their successors and permitted assigns. Neither party may assign the 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 this Invitation to Bid shall constitute an assignment.

2.24 **No Delay Damages:** Under no circumstances shall the City be liable to the successful Bidder for any damages arising from delay, whether caused by the City or not.

2.25 **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:

2.25.1 If such failure or delay:

2.25.1.1 could not have been prevented by reasonable precaution;

2.25.1.2 cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and

2.25.1.3 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.

2.25.2 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.

2.25.3 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 successful Bidder 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 successful Bidder.

2.25.4 Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the successful Bidder 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 Bidder of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

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

2.27 No Publicity: No advertising, sales promotion or other materials of the successful Bidder or its agents or representations may identify or reference the Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the successful Bidder may list the City as a reference in responses to requests for Bids, and may identify the City as a customer in presentations to potential customers.

2.28 Waiver: No delay or omission by either party to exercise any right or power it has under the 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 the 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 the Contract shall be effective unless in writing and signed by the party waiving the rights.

2.29 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 all definitions and a list of surviving Sections which will be included in the final Contract.

2.30 Change In Control: In the event of a change in "Control" of the successful Bidder (as defined below), the City shall have the option of terminating the Contract by written notice to the successful Bidder. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in the 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 successful Bidder or (ii) the power to direct or cause the direction of the management and policies of the successful Bidder whether through the ownership of voting securities, by contract or otherwise.

2.31 Commercial Non-Discrimination: The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). As a condition of entering into this Contract the Company agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, 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, suppliers, or commercial customers 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.

As a condition of entering into the Contract, the Company agrees to: (a) promptly provide to 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 Company has used on City contracts in the past five years, including the total dollar amount paid by Company on each subcontract or supply contract. 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 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.

In this Section of the ITB, a Bidder that enters into a Contract with the City may be referred to as the "successful Bidder" or the "Company."

3.1 **Price Adjustment As Part of the Bid:** To submit price adjustments as part of your Bid, you must: (a) comply with any limitations or instructions that are stated in this ITB; and (b) state very clearly in the Price 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 you 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.

3.2 **Price Adjustment If Not Included As Part of the Bid**: If price adjustments are not included in your Bid, the price(s) stated in your Bid shall apply for the entire term of the Contract unless the City approves a price adjustment in writing in accordance with the following terms:

3.2.1 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 a Bidder for inefficiency in operation, increase in labor costs, or for additional profit.

3.2.2 To obtain approval for a price increase, the Bidder shall submit a written request to the Procurement Management Division 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 bid.

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

3.2.3 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 the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Bidder shall continue performance of the Contract.

3.2.4 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.

3.3 **Options and Accessories:** The City may in its discretion purchase from the successful Bidder 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.

3.4 **Documentation:** The successful Bidder will provide for all Products purchased under this Invitation to Bid 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.

3.5 **Design and/or Manufacturer Requirement:** All Products and Services shall meet the Specifications set forth in **Section 4** of this ITB.

3.6 **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 successful Bidder 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.

3.7 **Site Visit:** At the option of the City, a plant and facility inspection may be required as described under **Section 2.8** of this Invitation to Bid.

3.8 **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.

3.9 **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.

3.10 **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 delivery times, inventory levels, accurate invoices and reporting requirements). 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 **Section 4.15**. The parties agree that the liquidated damages set forth in **Section 4.15** shall be the City's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Company to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

3.11 **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:

3.11.1 Criminal records search;
3.11.2 Identification verification; and
3.11.3 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.

3.12 **Multiple Contract Awards**: The City reserves the right to award one or multiple Contracts by line item, combination of items, or grand total on a state, regional, or national basis for the Products and Services required by this ITB if the CLT deems multiple Contracts to be in the CLT and CCPA's best interest.

3.13 **Administrative Fees:** The successful bidder(s) shall pay the CLT a minimum of one (1) percent quarterly administrative fee based on overall CCPA Program spend by the CLT and Participating Public Agencies during the term of the contract and will include a report as mutually agreed to by the parties outlining the CCPA spend. The Administrative Fee shall be paid no later than 30 days after the end of each calendar quarter during the term of the contract. **It is the responsibility of the Bidder to set the Administrative Fee on Section 6, Form 3.**

In this Section of the ITB, a Bidder that enters into a Contract with the City may be referred to as the "successful Bidder" or the "Company."

4.1 Introduction: Pursuant to N.C. G.S. 160A-461 and 143-129(e)(3), the City of Charlotte Procurement Management Division 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 "CLT"). 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. Bidders 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.** Participating Public Agencies will be required to register with the CCPA at: www.charlottealliance.org.

4.1.1 Bids must include in detail how the Bidder plans to service all Participating Public Agencies as it relates to the CCPA. Currently the CCPA has approximately 270 registered Participating Public Agencies in California, Georgia, Maryland, Michigan, North Carolina, South Carolina, Tennessee, Virginia, and West Virginia. Please address the following in your bid response as **Attachment #1**:

4.1.1.1 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; and

4.1.1.2 Address if the Bidder has a national sales force, dealer network or distributor with the ability to serve Participating Public Agencies in all 50 U.S. states.

4.1.2 Bids must include in detail how the Bidder will monitor and report all spend by CLT/Participating Public Agencies to the CLT for auditing purposes as **Attachment #1**.

4.1.3 The City of Charlotte will post all awarded contracts on the CCPA website, along with the respective vendor information. Please address the following in your bid response:

4.1.3.1 Indicate if the Bidder will allow the City to utilize their organization's logo on the CCPA website;

4.1.3.2 Address if the Bidder will advertise the CCPA logo and website on their organization's website; and

4.1.3.3 Bids must include in detail how the Bidder plans to market the Contract(s) as a result of this ITB as **Attachment #1**.

4.2 Scope of Work: The scope of this Invitation to Bid (ITB) is to establish a contract for the purchase, delivery, recycling programs, and other inherently related activities for the Products and Services set forth in this ITB in a timely manner. The CLT desire a contract from which the Products and Services may be quickly, easily, efficiently and effectively ordered, received, accounted for and paid for. Should your firm possess ability or procedure not yet considered by

the CLT, please offer or recommend that approach with your Bid response. The successful Bidder will be responsible for providing the resources and functions necessary to meet the intent of the contract.

Bidders are required to address each of the following components of this ITB in writing as part of their bid response. Bids that fail to include all information requested in this ITB may be deemed non-responsive.

The Company will provide the specific brands of Products listed in these Specifications. All Products and component parts furnished under the Contract shall be new, shall meet all requirements of these Specifications and shall operate in full compliance with these Specifications.

4.3 **Quantities:** The CLT will issue purchase orders for quantities of Products as needed during the term of the Contract. The CLT and Participating Public Agencies reserve the right to purchase Products and Services according to actual need and does not guarantee quantities. 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.

4.4 **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 the lifetime of the Product; 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's behalf, and shall ensure that the manufacturer repairs or replaces at no charge to the City and Participating Public Agencies all Products that violate either the above warranty or the applicable manufacturer's warranty.

4.4.1 The successful Bidder shall provide the CLT and Participating Public Agency with two copies of the manufacturer's written warranty for each item of equipment.

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

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

4.5 **Pricing**: Bids shall be submitted as a fixed unit cost per item, which includes shipping and delivery, any discounts, vendor mark-up/profit, item cost and storage. No other charges are allowed.

4.5.1 **Pricing Incentives and Rebates:** Please identify any incentives and rebates offered based on volume, dollar amounts, or other criteria.

4.5.2 **Administrative Fees**: Bidders shall submit a minimum of one (1) percent of overall CCPA Program spend by the CLT and Participating Public Agencies during the term of the contract that the successful Bidder agrees to the CLT as an Administrative Fee. The Administrative Fee shall be paid no later than 30 days after the end of each calendar quarter during the term of the contract, and include a report as mutually agreed to by the

parties outlining the CCPA spend. It is the responsibility of the Bidder to set the Administrative Fee on **Section 6, Form 3**.

4.6 **Delivery:** All vehicles provided under this contract must be delivered F.O.B. Destination within a maximum of 14 weeks from the placement of order. 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.

4.6.1 CLT deliveries must be made to Fleet Management, 5550 Wilkinson Boulevard, Charlotte, NC 28208.

4.6.2 Each order delivered must have a bill of sale enclosed. The bill of sale must clearly show the items ordered, unit of measure, contract pricing, purchase order number, contract number, items delivered and identify any items on backorder.

4.6.3 All Participating Public Agencies will require deliveries to its specific locations. Successful Bidder must agree to provide the same delivery terms and conditions to all Participating Public Agencies that utilize this contract through CCPA.

4.7 **Delivery Personnel:** All delivery personnel of the successful Bidder may be subject to background checks at the discretion of the CLT/Participating Public Agency. Bids shall include company policies regarding selection of personnel who will be frequenting CLT/Participating Public Agency facilities as **Attachment #2**.

4.8 **Invoices:** The successful Bidder must submit invoices to the City Finance Department per the subsequent contract. Invoices must include the item number, description, vehicle identification number, quantity, unit cost, extended cost, and contract or purchase order number of each item purchased. Every invoice must also include the City department that placed the order. The CLT will pay accurate, properly submitted, uncontested invoices. State and Local Sales tax must be included on all invoices.

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

4.8.2 As a condition of payment, the successful Bidder must invoice the City for Products and Services within 60 days after such Products and Services are delivered. The successful Bidder waives the right to charge the City for any Products or Services that have not been invoiced to the City within 60 days after such products or services were delivered.

4.9 **Items Under Contract:** 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. The City may also delete **Law Enforcement Vehicles** included in this Contract if items are no longer needed or no longer issued as part of **Law Enforcement Vehicles**.

4.10 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.

4.11 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 this 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.

4.11.1 **E-Verify Certification:** The Bidder must complete and submit the E-Verify Certification form included in **Section 6, Form 5**. Any bid received without the completed certification included will be deemed nonresponsive and will not be considered for Contract award.

4.12 Permitting Responsibilities: All permits and inspections are the sole responsibility of the successful Bidder.

4.13 No Limitations on Disclosure. All Bidders agrees that the City shall be able to disclose and distribute to any persons or entities, without restriction, all samples and other Products provided under in the course of this bid process or under the Contract.

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

4.15 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 Section 4. 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:

4.15.1 Liquidated damages in the amount of $150.00 per calendar day will be assessed and deducted from the Company's invoice for failure to complete delivery within ten (10) days of the specified delivery time submitted by the Bidder.

4.16 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 the Contract. Orders will be placed by means of an approved authorization method.

4.17 **Samples:** Prior to award of a contract, Bidders may be required to furnish a sample of each item awarded, at no charge to the City. Samples will be retained by CLT for comparison with items delivered under the resulting contract.

4.18 **City Department Participation:** Other City Departments, including but not limited to CATS, shall be permitted to purchase Law Enforcement Vehicles defined in this Agreement.

4.19 **Product Specifications:** Following this page is a list of Products which are described by detailed Specifications. The CLT and Participating Public Agencies reserve the right to waive variances from these requirements to the extent the CLT and Participating Public Agencies determine in its sole discretion that such variances will not materially impact whether the Product meets the CLT and Participating Public Agency's needs. This **Section** must be completed and retuned with the Bid Response.

SPECIFICATION #LFWD.PP

Requirement:
Vehicle shall be a Ford Interceptor front wheel drive police pursuit sedan for use by the City of Charlotte. **No alternate will be accepted.**
The unit required to be the latest current model in production 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	**Cab:**	**YES**	**NO**	**EXCEPTIONS**
1.1	Vehicle shall be a Ford Interceptor sedan.			
1.2	Sun visors to be provided for the driver and front passenger seating positions.			
1.3	Vehicle to be equipped with two speed electronic intermittent windshield wiper control and windshield washers.			
1.4	Vehicle to be equipped with non-glare interior rear-view mirror and remote control exterior mirrors on left and right side.			
1.5	Vehicle to be equipped with cloth bucket front and vinyl bench rear type seats with rubber flooring.			
1.6	Vehicle to be equipped with power steering.			
1.7	Vehicle to be equipped with a ceiling mounted red/white LED auxiliary light.			
1.8	Vehicle to be equipped with factory installed air conditioning.			
1.9	A minimum of am/fm radio to be installed in the vehicle.			
1.10	Vehicle to be equipped with keyed trunk lock cylinder.			
1.11	Inside hood release to be provided.			
1.12	Vehicle to be equipped with rubber flooring.			
1.13	Vehicle to be equipped with fabric front seats and vinyl rear seat.			
1.14	Vehicle to be equipped with day time running lights.			
1.15	Vehicle to be equipped with a speedometer certified to a minimum 140 miles per hour.			
1.16	Vehicle to not be equipped with a console between the two front bucket seats.			
1.17	Vehicle to be equipped with power windows, door locks, and remote keyless entry.			
1.18	Five (5) keys and remotes to be included to start and unlock the vehicle.			
1.19	Vehicle to be equipped with steering column mounted transmission shifter.			
1.20	Vehicle to be equipped with reverse camera			

1.21	Vehicle to be equipped with inoperative rear door handles, rear door locks, and rear door window switches for prisoner transport.			
1.22	Vehicle to be equipped with driver's side incandescent spot lamp.			
1.23	Vehicle to be equipped with pre drilled holes in headlamp housings for emergency lighting.			
1.24	Vehicle to be equipped with ignition controlled trunk release button.			
2.0	**Engine:**	**YES**	**NO**	**EXCEPTIONS**
2.1	Vehicle to be equipped with a minimum 230 horsepower V-6 engine capable of running on up to 85% ethanol blended gasoline fuel.			
2.2	Vehicle to meet all current EPA emission standards.			
3.0	**Transmission/drive train:**	**YES**	**NO**	**EXCEPTIONS**
3.1	Vehicle to be equipped with a minimum six speed fully automatic transmission.			
3.2	Vehicle to be front wheel drive.			
4.0	**Brakes:**	**YES**	**NO**	**EXCEPTIONS**
4.1	Vehicle to be equipped with power assisted brakes.			
4.2	Vehicle to be equipped with four wheel anti-lock brake system.			
4.3	Brake linings to not contain asbestos material.			
5.0	**Tires and Wheels:**	**YES**	**NO**	**EXCEPTIONS**
5.1	Vehicle to be equipped with black side wall radial pursuit rated tires with full size wheel covers.			
5.2	Full size spare tire mounted on rim to be furnished.			
6.0	**Electrical System:**	**YES**	**NO**	**EXCEPTIONS**
6.1	Vehicle to be equipped with a 12 volt electrical system.			
6.2	Charging system to have a minimum output of 220 amps.			
6.3	Vehicle to be equipped with a minimum 750 CCA battery.			
7.0	**Colors:**	**YES**	**NO**	**EXCEPTIONS**
7.1	Vehicle exterior paint color to be white with a black interior.			
8.0	**Inspection and Acceptance:**	**YES**	**NO**	**EXCEPTIONS**
8.1	The inspection and acceptance of all units will be held jointly by Equipment Management, the end user department, and the Ultimate Consignee.			
9.0	**Separately Priced Options:**	**Additional Price**		
9.1	List additional price for front wheel drive transaxle.	$		
9.2	List additional price for auxiliary switchable white/red L.E.D. dome light mounted in headliner between two front seats.	$		
9.3	List additional price for incandescent driver's side spot lamp installed in vehicle.	$		
9.4	List additional price for L.E.D. driver's side spot lamp installed in vehicle.	$		
9.5	List additional price for carpeted flooring with matching removable floor mats, center console and cloth rear seat.	$		
9.6	List additional price for four factory installed steering wheel mounted programmable switches.	$		

9.7	List additional price for daytime running lamp delete.	$
9.8	List additional price for inoperative dome and courtesy lamps.	$
9.9	List additional price for each additional key cut to unlock and start the vehicle.	$
9.10	List additional price for each additional remote keyless entry key fobs.	$
9.11	List additional price for exterior heated mirrors.	$
9.12	List additional price for cruise control installed in vehicle.	$
9.13	List additional price for front license plate bracket installed on vehicle.	$
9.14	List additional price for headlamp and tail lamp flasher system with control wire provided in cab of vehicle.	$
9.15	List additional price for dash mounted battery powered remote trunk release button installed in vehicle.	$
9.16	List additional price for rear door handles, rear door locks, and rear window switches to be operable.	$
9.17	List additional price for all wheel drive transaxle.	$
9.18	List additional price for content theft alarm system installed.	$
9.19	List additional price to delete reverse camera.	$
9.20	List additional price for L.E.D. corner strobes installed in headlight and taillight housings.	$
9.21	List additional price for pre-wire of grille lamps and siren speakers.	$
9.22	List additional price for slide out equipment tray mounted in trunk.	$
9.23	List additional price for Trunk Storage Vault with lockable door installed in trunk of vehicle.	$
9.24	List additional price for Police Interceptor badge delete.	$
9.25	List additional price for factory installed voice activated Bluetooth mobile phone connectivity package.	$
9.26	List additional price for reverse sensing system installed in vehicle.	$
9.27	List additional price for one complete set of printed repair manual(s).	$
9.28	List additional price for one complete set of printed parts manual(s).	$
9.29	List additional price for printed wiring diagrams. (if not included in the repair manual in 9.34)	$
9.30	List additional price for online access to vehicle repair manuals.	$
9.31	List additional price for manufacturer specific diagnostic scan tool or software.	$
9.32	List optional exterior paint colors available below with additional price:	
		$
		$
		$
		$
		$
		$

		$		
		$		
		$		
		$		
		$		
		$		
		$		
		$		
		$		
		$		
9.33	List optional interior colors available below with additional price:			
		$		
		$		
		$		
		$		
		$		
9.34	List additional price for special service package to include 2 liter engine, carpeted flooring with floor mats and center console, rear grab handles and coat hook, fabric rear seat, no spot lamp, operating rear door locks, handles, and window switches, no auxiliary dome light, no pre drilled holes in headlight housings, and temporary spare tire instead of full size.	$		
10.0	**Delivery Requirements:**	**YES**	**NO**	**EXCEPTIONS**
10.1	Delivery is to be scheduled no less than 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.**			
10.2	Vehicle to be delivered with full tank of fuel.			
10.3	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.			
10.4	The owner's manual with vehicle warranty information to be included and placed in the glove compartment.			
11.0	**Pre-Delivery Inspection:**	**YES**	**NO**	**EXCEPTIONS**
11.1	All window stickers to be removed from windows, separated from adhesive backing, and placed in the glove compartment before delivery.			
11.2	The vehicle fluid levels, exterior lights, and tire pressures to be checked and no warning lights to be illuminated.			

11.3	The vehicle interior and exterior to be clean at time of delivery.			
12.0	**Warranty**	**YES**	**NO**	**EXCEPTIONS**
12.1	Vehicle to have a minimum 3 year, 36,000 mile bumper to bumper warranty.			
12.2	Drive train components to have a minimum 5 year, 60,000 mile warranty.			
12.3	Warranty start date to be delayed until the vehicle is put into service.			
LFWD.PP		Revised 7/15/2015		

SPECIFICATION #LRWD.PP

Requirements:

Vehicle shall be a Chevrolet Caprice PPV V-8 sedan with dual battery system for use by the City of Charlotte.

No alternate will be accepted.

The unit required shall be the latest current model in production 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	**Cab:**	**YES**	**NO**	**EXCEPTIONS**
1.1	Vehicle shall be a Chevrolet Caprice.			
1.2	Sun visors to be provided for the driver and front passenger seating positions.			
1.3	Vehicle to be equipped with two speed electronic intermittent windshield wiper control and windshield washers.			
1.4	Vehicle to be equipped with non-glare interior rear-view mirror and remote control exterior mirrors on left and right side.			
1.5	Vehicle to be equipped with exterior heated power adjustable mirrors.			
1.6	Vehicle to have a minimum 17 cubic feet of trunk volume with dual battery system and full size spare tire installed.			
1.7	Vehicle to be equipped with cloth bucket front and vinyl bench rear type seats with rubber flooring.			
1.8	Vehicle to be equipped with power steering.			
1.9	Vehicle to be equipped with front license plate bracket installed on vehicle.			
1.10	Vehicle to be equipped with cruise control.			
1.11	Vehicle to be equipped with factory installed air conditioning.			
1.12	A minimum of am/fm radio to be installed in the vehicle.			
1.13	Vehicle to be equipped with keyed trunk lock cylinder.			
1.14	Inside hood release to be provided.			
1.15	Front driver and passenger air bags to be included.			
1.16	Vehicle to not be equipped with rear passenger air bags.			
1.17	Vehicle to be equipped with inoperative rear door handles.			
1.18	Vehicle to be equipped with inoperative rear door locks.			
1.19	Vehicle to be equipped with inoperative rear window switches.			
1.20	Vehicle to be equipped with day time running lights.			
1.21	Vehicle to be equipped with a speedometer certified to a minimum 140 miles per hour.			
1.22	Vehicle to not be equipped with a console between the two front bucket seats.			

1.23	Vehicle to be equipped with power windows and power door locks with remote keyless entry.			
1.24	Vehicle to be delivered with total of six (6) remotes and keys to open and start the unit.			
2.0	**Engine:**	**YES**	**NO**	**EXCEPTIONS**
2.1	Vehicle shall be equipped with a minimum 340 horsepower V-8 engine capable of running on up to 85% ethanol blended gasoline fuel.			
2.2	Vehicle to meet all current EPA emission standards.			
2.3	Vehicle to be equipped with a stainless steel exhaust system.			
3.0	**Transmission/drive train:**	**YES**	**NO**	**EXCEPTIONS**
3.1	Vehicle to be equipped with a minimum six speed fully automatic transmission.			
3.2	Vehicle to be rear wheel drive with limited slip differential.			
4.0	**Brakes:**	**YES**	**NO**	**EXCEPTIONS**
4.1	Vehicle to be equipped with power assisted brakes.			
4.2	Vehicle to be equipped with four wheel anti-lock brake system.			
4.3	Brake linings to not contain asbestos material.			
5.0	**Tires and Wheels:**	**YES**	**NO**	**EXCEPTIONS**
5.1	Vehicle to be equipped with black side wall radial pursuit rated tires.			
5.2	Full size spare tire mounted on rim to be furnished.			
5.3	Vehicle to be equipped with full size wheel covers			
6.0	**Electrical System:**	**YES**	**NO**	**EXCEPTIONS**
6.1	Vehicle to be equipped with a 12 volt electrical system.			
6.2	Charging system to have a minimum output of 170 amps.			
6.3	Vehicle to be equipped with minimum 700 CCA primary battery and minimum 700 CCA auxiliary battery.			
6.4	Vehicle to be equipped with auxiliary switchable white/red L.E.D. dome light mounted in headliner between two front seats.			
6.5	Vehicle to be equipped with driver's side spot lamp installed in vehicle.			
6.6	Vehicle to be equipped with headlamp and tail lamp flasher system with control wire provided in cab of vehicle.			
6.7	Vehicle to be equipped with pre-wire of grille lamps and siren speakers			
7.0	**Colors:**	**YES**	**NO**	**EXCEPTIONS**
7.1	Vehicle exterior paint color to be white with Ebony interior.			
8.0	**Inspection and Acceptance:**	**YES**	**NO**	**EXCEPTIONS**
8.1	The inspection and acceptance of all units will be held jointly by Equipment Management, the end user department, and the Ultimate Consignee.			
8.2	North Carolina State Inspection to be performed with statement placed in glove box.			

9.0	**Separately Priced Options:**	**Additional Price**
9.1	List additional price for 3.6 SIDI DOHC V6 engine.	$
9.2	Delete auxiliary switchable white/red L.E.D. dome light with stock OEM dome light.	$
9.3	Delete driver's side spot lamp installed in vehicle.	$
9.4	List additional price for rear occupant side impact air bags.	$
9.5	List additional price for daytime running lamp delete.	$
9.6	List additional price for inoperative dome and courtesy lamps.	$
9.7	List additional price for 3.6L SIDI DOHC V-6 engine.	$
9.8	Delete exterior heated mirrors.	$
9.9	Delete front license plate bracket installed on vehicle.	$
9.10	List additional price for vinyl trunk mat.	$
9.11	Delete additional headlamp and tail lamp flasher system with control wire provided in cab of vehicle.	$
9.12	Delete inoperative rear door handles.	$
9.13	Delete inoperative rear door locks.	$
9.14	Delete inoperative rear window switches.	$
9.15	List additional price for content theft alarm system.	$
9.16	Delete pre-wire of grille lamps and siren speakers.	
9.17	List additional price for pre-wire of horn and siren circuit.	$
9.18	List additional price for slide out equipment tray mounted in trunk.	$
9.19	List additional price for one complete set of printed repair manual(s).	$
9.20	List additional price for one complete set of printed parts manual(s).	$
9.21	List additional price for printed wiring diagrams. (if not included in the repair manual)	$
9.22	List additional price for online access to vehicle repair manuals.	$
9.28	List additional price for manufacturer specific diagnostic scan tool.	$
9.29	List optional exterior paint colors available below with additional price:	
		$
		$
		$
		$
		$
		$
		$
		$
		$

		$
		$
		$
		$

9.30	List optional interior colors available below with additional price:			
		$		
		$		
		$		
		$		
		$		
10.0	**Delivery Requirements:**	**YES**	**NO**	**EXCEPTIONS**
10.1	Delivery is to be scheduled no less than 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.**			
10.2	Vehicle to be delivered with full tank of fuel.			
10.3	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.			
10.4	The owner's manual with vehicle warranty information to be included and placed in the glove compartment.			
11.0	**Pre-Delivery Inspection:**	**YES**	**NO**	**EXCEPTIONS**
11.1	All window stickers to be removed from windows, separated from adhesive backing, and placed in the glove compartment before delivery.			
11.2	The vehicle fluid levels, exterior lights, and tire pressures to be checked and no warning lights to be illuminated.			
11.3	The vehicle interior and exterior to be clean at time of delivery.			
12.0	**Warranty**	**YES**	**NO**	**EXCEPTIONS**
12.1	Vehicle to have a minimum 3 year, 36,000 mile bumper to bumper warranty.			
12.2	Drive train components to have a minimum 5 year, 100,000 mile warranty.			
12.3	Warranty start date to be delayed until the vehicle is put into service.			
LRWD.PP		Revised	7-15-15	

SPECIFICATION #MFWD.AD

Requirements:

Chevrolet Impala Limited V-6 sedan for use by the City of Charlotte. **No alternate will be accepted.**

The unit required to be the latest current model in production and to have all standard equipment ordinarily furnished on such models, including the following at a minimum:

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	**Cab:**	**YES**	**NO**	**EXCEPTIONS**
1.1	Vehicle shall be a Chevrolet Impala Limited.			
1.2	Sun visors to be provided for the driver and front passenger seating positions.			
1.3	Vehicle to be equipped with two speed electronic intermittent windshield wiper control and windshield washers.			
1.4	Vehicle to be equipped with non-glare interior rear-view mirror and remote control exterior mirrors on left and right side.			
1.5	Vehicle to be equipped with cloth bucket front and cloth bench rear type seats with carpeted flooring and floor mounted shifter.			
1.6	Vehicle to be equipped with power steering.			
1.7	Vehicle to be equipped with carpeted floor mats.			
1.8	Vehicle to be equipped with factory installed air conditioning.			
1.9	A minimum of am/fm radio with single CD player to be installed in the vehicle.			
1.10	Vehicle to be equipped with cruise control			
1.11	Vehicle to be equipped with content theft alarm.			
1.12	Front driver and passenger air bags to be included.			
1.13	Five keys and remotes to be included to start and unlock the vehicle.			
1.14	Vehicle to be equipped with day time running lights.			
1.15	Vehicle to be equipped with power windows, power locks, and remote keyless entry.			
1.16	Vehicle to be equipped with interior trunk release button that is ignition controlled.			
2.0	**Engine:**	**YES**	**NO**	**EXCEPTIONS**
2.1	Vehicle to be equipped with a minimum 300 horsepower V-6 engine capable of running on up to 85% ethanol blended gasoline fuel.			
2.2	Vehicle to meet all current EPA emission standards.			

3.0	**Transmission/drive train:**	**YES**	**NO**	**EXCEPTIONS**
3.1	Vehicle to be equipped with an automatic transmission.			
3.2	Vehicle to be front wheel drive.			
4.0	**Brakes:**	**YES**	**NO**	**EXCEPTIONS**
4.1	Vehicle to be equipped with power assisted brakes.			
4.2	Vehicle to be equipped with four wheel anti-lock brake system.			
4.3	Brake linings not to contain asbestos material.			
5.0	**Tires and Wheels:**	**YES**	**NO**	**EXCEPTIONS**
5.1	Vehicle to be equipped with black side wall radial tires with alloy wheels.			
5.2	Compact size spare tire mounted on rim to be furnished.			
6.0	**Electrical System:**	**YES**	**NO**	**EXCEPTIONS**
6.1	Vehicle to be equipped with a 12 volt electrical system.			
7.0	**Colors:**	**YES**	**NO**	**EXCEPTIONS**
7.1	Vehicle exterior paint color to be specified at time of ordering.			
8.0	**Inspection and Acceptance:**	**YES**	**NO**	**EXCEPTIONS**
8.1	The inspection and acceptance of all units will be held jointly by Equipment Management, the end user department, and the Ultimate Consignee.			
8.2	North Carolina State Inspection to be performed with statement placed in glove box.			
9.0	**Separately Priced Options:**	**Additional Price**		
9.1	List additional price for one complete set of printed repair manual(s).	$		
9.2	List additional price for one complete set of printed parts manual(s).	$		
9.3	List additional price for printed wiring diagrams. (if not included in the repair manual in 9.8)	$		
9.4	List additional price for online access to vehicle repair manuals.	$		
9.5	List additional price for manufacturer specific diagnostic scan tool or software.	$		
9.6	List optional exterior paint colors available below with additional price:			
		$		
		$		
		$		
		$		
		$		
		$		
		$		
		$		
		$		
		$		

9.7	List optional interior colors available below with additional price:			
		$		
		$		
		$		
		$		
10.0	**Delivery Requirements:**	**YES**	**NO**	**EXCEPTIONS**
10.1	Delivery is to be scheduled no less than 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.**			
10.2	Vehicle to be delivered with full tank of fuel.			
10.3	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.			
10.4	The owner's manual with vehicle warranty information to be included and placed in the glove compartment.			
11.0	**Pre-Delivery Inspection:**	**YES**	**NO**	**EXCEPTIONS**
11.1	All window stickers to be removed from windows, separated from adhesive backing, and placed in the glove compartment before delivery.			
11.2	The vehicle fluid levels, exterior lights, and tire pressures to be checked and no warning lights to be illuminated.			
11.3	The vehicle interior and exterior to be clean at time of delivery.			
12.0	**Warranty**	**YES**	**NO**	**EXCEPTIONS**
12.1	Vehicle to have a minimum 3 year, 36,000 mile bumper to bumper warranty.			
12.2	Drive train components to have a minimum 5 year, 100,000 mile warranty.			
MFWD.AD		Revised	7/15/2015	

SPECIFICATION #MFWD.PP

Requirements:

Chevrolet Impala Limited Police Pursuit rated mid-size front wheel drive V-6 sedan for use by the City of Charlotte. **No alternate will be accepted.**

The unit required shall be the latest current model in production 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	**Cab:**	**YES**	**NO**	**EXCEPTIONS**
1.1	Vehicle shall be a Chevrolet Impala Limited PPV.			
1.2	Vehicle shall include a total of five (5) Keys and remotes programmed to the vehicle.			
1.3	Vehicle to be equipped with unmarked package to include 40/20/40 bench seat with armrest and cup holders, full size wheel covers, carpeted flooring with matching removable carpeted floor mats, and cloth rear seat.			
1.4	Sun visors to be provided for the driver and front passenger seating positions.			
1.5	Vehicle to be equipped with two speed electronic intermittent windshield wiper control and windshield washers.			
1.6	Vehicle to be equipped with non-glare interior rear-view mirror and remote control exterior mirrors on left and right side.			
1.7	Vehicle to be equipped with power steering.			
1.8	Vehicle to be equipped with a ceiling mounted dome light.			
1.9	Vehicle to be equipped with factory installed air conditioning.			
1.10	A minimum of am/fm radio with single CD to be installed in the vehicle.			
1.11	Vehicle to be equipped with front license plate bracket installed on vehicle.			
1.12	Vehicle to be equipped with body color body side moldings installed on vehicle.			
1.13	Vehicle to be equipped with keyed trunk lock cylinder.			
1.14	Inside hood release to be provided.			
1.15	Front driver and passenger air bags to be included.			

1.16	Vehicle to have ignition controlled trunk release.			
1.17	Vehicle to be equipped with day time running lights.			
1.18	Vehicle to be equipped with a speedometer certified to a minimum 140 miles per hour.			
1.19	Vehicle to be equipped with cruise control.			
1.20	Vehicle to be equipped with power windows, power door locks, and remote keyless entry.			
2.0	**Engine:**	**YES**	**NO**	**EXCEPTIONS**
2.1	Vehicle to be equipped with a minimum V-6 engine capable of running on up to 85% ethanol blended gasoline fuel.			
2.2	Vehicle to meet all current EPA emission standards.			
3.0	**Transmission/drive train:**	**YES**	**NO**	**EXCEPTIONS**
3.1	Vehicle to be equipped with a minimum six speed fully automatic transmission.			
3.2	Vehicle to be front wheel drive.			
4.0	**Brakes:**	**YES**	**NO**	**EXCEPTIONS**
4.1	Vehicle to be equipped with power assisted brakes.			
4.2	Vehicle to be equipped with four wheel anti-lock brake system.			
4.3	Brake linings to not contain asbestos material.			
5.0	**Tires and Wheels:**	**YES**	**NO**	**EXCEPTIONS**
5.1	Vehicle to be equipped with black side wall radial pursuit rated tires with center caps.			
5.2	Compact spare tire in place of full size spare tire to be furnished.			
6.0	**Electrical System:**	**YES**	**NO**	**EXCEPTIONS**
6.1	Vehicle to be equipped with a 12 volt electrical system.			
6.2	Charging system to have a minimum output of 170 amps.			
6.3	Vehicle to be equipped with a minimum 600 CCA battery.			
6.4	Vehicle to be equipped with auxiliary switchable white/red L.E.D. dome light mounted in headliner between two front seats.			
6.5	Vehicle to be equipped with content theft alarm installed in vehicle.			
6.6	Vehicle to be equipped with headlamp and tail lamp flasher system with control wire provided in cab of vehicle.			
7.0	**Colors:**	**YES**	**NO**	**EXCEPTIONS**
7.1	Vehicle exterior paint color to be determined at time of ordering with a black interior.			

8.0	**Inspection and Acceptance:**	**YES**	**NO**	**EXCEPTIONS**
8.1	The inspection and acceptance of all units will be held jointly by Equipment Management, the end user department, and the Ultimate Consignee.			
9.0	**Separately Priced Options:**	**Additional Price**		
9.1	List price difference to delete auxiliary switchable white/red L.E.D. dome light mounted in headliner between two front seats.	$		
9.2	List additional price for driver's side spot lamp installed in vehicle.	$		
9.3	List price difference to delete content theft alarm installed in vehicle.	$		
9.4	List price difference for marked package to include rubber flooring, vinyl rear seat, and console delete.	$		
9.5	List additional price for daytime running lamp delete.	$		
9.6	List additional price for inoperative dome and courtesy lamps.	$		
9.7	List price difference for only two key and remotes to be included with vehicle.	$		
9.8	List additional price for each additional key cut to unlock and start the vehicle.	$		
9.9	List additional price for each remote keyless entry key fob.	$		
9.10	List additional price for exterior heated mirrors.	$		
9.11	List additional price for trunk vinyl floor mat.	$		
9.12	List additional price for full size spare tire in place of compact spare tire.	$		
9.13	List price difference to remove headlamp and tail lamp flasher system with control wire provided in cab of vehicle.	$		
9.14	List price difference to delete ignition controlled trunk release.	$		
9.15	List additional price for factory installed color matched rear spoiler installed on vehicle.	$		
9.16	List price difference for NO body color body side moldings installed on vehicle.	$		
9.17	List additional price for inoperative rear door handles.	$		
9.18	List additional price for inoperative rear door locks.	$		
9.19	List additional price for inoperative rear window switches.	$		
9.20	List additional price for pre-wire of grille lamps and siren speakers.	$		
9.21	List additional price for pre-wire of horn and siren circuit.	$		

9.22	List additional price for one complete set of printed repair manual(s).	$		
9.23	List additional price for one complete set of printed parts manual(s).	$		
9.24	List additional price for printed wiring diagrams. (if not included in the repair manual in 9.24)	$		
9.25	List additional price for online access to vehicle repair manuals.	$		
9.26	List additional price for manufacturer specific diagnostic scan tool or software.	$		
9.27	List optional exterior paint colors available below with additional price:	$		
		$		
		$		
		$		
		$		
		$		
		$		
		$		
10.0	**Delivery Requirements:**	**YES**	**NO**	**EXCEPTIONS**
10.1	Delivery is to be scheduled no less than 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.**			
10.2	The vehicle shall be delivered with a full tank of fuel and all keys and remotes.			
10.3	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.			
10.4	Owner's manual with vehicle warranty information to be included and placed in the glove compartment.			
11.0	**Pre-Delivery Inspection:**	**YES**	**NO**	**EXCEPTIONS**
11.1	All window stickers to be removed from windows, separated from adhesive backing, and placed in the glove compartment before delivery.			
11.2	The vehicle fluid levels, exterior lights, and tire pressures to be checked and no warning lights to be illuminated.			
11.3	The vehicle interior and exterior to be clean at time of			

	delivery.			
12.0	**Warranty:**	**YES**	**NO**	**EXCEPTIONS**
12.1	Vehicle to have a minimum 3 year, 36,000 mile bumper to bumper warranty.			
12.2	Drive train components to have a minimum 5 year, 100,000 mile warranty.			
12.3	Warranty start date to be delayed until the vehicle is put into service.			
MFWD.PP		Revised		7-14-15

SUVLRG.PP

Requirements:

Chevrolet Tahoe PPV sport utility V-8 vehicle for use by The City of Charlotte. **No alternate will be accepted.**

The unit required shall be the latest current model in production 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	**Cab:**	**YES**	**NO**	**EXCEPTIONS**
1.1	Vehicle shall be a Chevrolet Tahoe PPV.			
1.2	Vehicle shall be delivered with total of six remotes and keys to open and start the unit programmed to the vehicle.			
1.3	Vehicle to be equipped with content theft alarm system.			
1.4	Dual electric windshield wipers to be included, 2 speed with interval wiping features.			
1.5	Vehicle to be equipped with remote controlled left and right hand exterior mirrors.			
1.6	Vehicle to be equipped with power windows and door locks and remote keyless entry.			
1.7	Vehicle to be equipped with cruise control.			
1.8	Vehicle to be equipped with fabric bucket type front seats with center console and vinyl rear bench rear seat.			
1.9	Vehicle to be equipped with interior dome light.			
1.10	Vehicle to be equipped with daytime running lights.			
1.11	Factory installed dual front and rear air conditioning to be included.			
1.12	AM/FM radio to be included.			
1.13	Vehicle to be equipped with an interior hood release.			
1.14	Vehicle to be equipped with supplemental restraints system.			
1.15	Vehicle to be equipped with rubber vinyl flooring.			
1.16	License plate front mounting package to be included.			
2.0	**Engine:**	**YES**	**NO**	**EXCEPTIONS**
2.1	Minimum 5.3 liter V-8 gasoline engine shall be installed in vehicle.			
2.2	Vehicle to have a minimum of 300 net horsepower.			
2.3	Vehicle to meet all current EPA emission standards.			
3.0	**Transmission:**	**YES**	**NO**	**EXCEPTIONS**
3.1	Vehicle to be equipped with a minimum six speed fully automatic transmission and to be rear wheel drive.			

3.2	Locking rear differential to be included.			
4.0	**Brakes:**	**YES**	**NO**	**EXCEPTIONS**
4.1	Power assisted brakes to be installed.			
4.2	Vehicle to be equipped with a four wheel anti-lock brake system.			
4.3	City brake package to be included.			
5.0	**Electrical System:**	**YES**	**NO**	**EXCEPTIONS**
5.1	Vehicle to be equipped with a 12 volt electrical system.			
5.2	Charging system to have a minimum output of 160 amps.			
5.3	Vehicle to be equipped with dual minimum 730 CCA batteries.			
5.4	Vehicle to be equipped with headlamp and tail lamp flashing light system with control wire supplied in cab.			
5.5	Vehicle to be equipped with incandescent driver's side spot lamp installed in vehicle.			
6.0	**Tires and Wheels:**	**YES**	**NO**	**EXCEPTIONS**
6.1	Manufacturer's standard BSW tires with steel wheels and center caps.			
6.2	Full size spare tire and rim to be furnished.			
7.0	**Colors:**	**YES**	**NO**	**EXCEPTIONS**
7.1	Vehicle exterior paint color to be white with a black interior.			
8.0	**Inspection and Acceptance:**	**YES**	**NO**	**EXCEPTIONS**
8.1	The inspection and acceptance of all units will be held jointly by the Equipment Management Division and the Ultimate Consignee.			
9.0	**Separately Priced Options:**	**ADDITIONAL PRICE**		
9.1	List additional price for one complete set of printed repair manual(s).	$		
9.2	List additional price for one complete set of printed repair manual(s).	$		
9.3	List additional price for one complete set of printed parts manual(s).	$		
9.4	List additional price for printed wiring diagrams. (if not included in the repair manual in 20.1)	$		
9.5	List additional price for online access to vehicle repair manuals.	$		
9.6	List additional price for manufacturer specific diagnostic scan tool or software.	$		
9.7	Delete four (4) remotes and keys delivered with vehicle. Deliver with two (2) each	$		
9.8	List additional price per each additional fleet keyless remote key fobs.	$		
9.9	List additional price per spare key capable of unlocking and starting the vehicle.	$		
9.10	List additional price for carpeted flooring installed in vehicle	$		
9.11	List additional price for front 40/20/40 split bench seat.	$		

9.12	List additional price for content theft alarm delete.	$
9.13	List additional price for remote vehicle starting system installed on vehicle.	$
9.14	List additional price for daytime running lamp and automatic headlamp control delete	$
9.15	List available exterior paint colors below with additional price:	
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
9.16	List available interior colors below with additional price:	
		$
		$
		$
9.17	Delete incandescent driver's side spot lamp installed in vehicle.	$
9.18	List additional price for inoperative rear door handles.	$
9.19	List additional price for inoperative rear door locks.	$
9.20	List additional price for inoperative rear window switches.	$
9.21	List additional price for auxiliary speaker wiring.	$
9.22	List additional price for pre-wire of grille lamps and siren speakers.	$
9.23	List additional price for horn and siren circuit wiring.	$
9.24	Delete headlamp and tail lamp flashing light system with control wire supplied in cab.	$
9.25	List additional price for power adjustable pedals.	$
9.26	List additional price for four wheel drive with bucket seats and center console.	$
9.27	List additional price for polished aluminum wheels.	$

10.0	**Delivery Requirements:**	**YES**	**NO**	**EXCEPTIONS**
10.1	Delivery is to be scheduled no less than 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.**			
10.2	Vehicle shall be delivered with full tank of fuel.			
10.3	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.			
10.4	The owner's manual with vehicle warranty information to be included and placed in the glove compartment.			
11.0	**Pre-Delivery Inspection:**	**YES**	**NO**	**EXCEPTIONS**
11.1	All window stickers to be removed from windows, separated from adhesive backing, and placed in the glove compartment before delivery.			
11.2	The vehicle fluid levels, exterior lights, and tire pressures to be checked and no warning lights to be illuminated.			
11.3	The vehicle interior and exterior to be clean at time of delivery.			
12.0	**Warranty:**	**YES**	**NO**	**EXCEPTIONS**
12.1	Complete vehicle to be covered by a minimum three year / 36,000 mile warranty.			
12.2	Drive train components to be covered by a minimum five year / 100,000 mile warranty.			
12.3	Warranty start date to be delayed until the vehicle is put into service.			
SUVLRG.PP		Revised	7/15/2015	

SUVMID.PP

Requirements:

Ford Police Interceptor Utility all-wheel drive sport utility vehicle for use by The City of Charlotte.

No alternate will be accepted.

The unit required shall be the latest current model in production 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	**Cab:**	**YES**	**NO**	**EXCEPTIONS**
1.1	Vehicle shall be a Ford Police Interceptor Utility.			
1.2	Sun visors to be installed on both sides.			
1.3	Dual electric windshield wipers to be included, 2 speed with interval wiping features.			
1.4	Vehicle to be equipped with remote controlled left and right hand exterior mirrors.			
1.5	Vehicle to be equipped with power windows and door locks.			
1.6	Vehicle to be equipped with bucket type front seats upholstered in fabric.			
1.7	Vehicle to be equipped with vinyl covered rear seat and rubber floor.			
1.8	Vehicle to be equipped with inoperative rear door handles.			
1.9	Vehicle to be equipped with inoperative rear door locks.			
1.10	Vehicle to be equipped with inoperative rear window switches.			
1.11	Vehicle to be equipped with reverse camera system installed in vehicle with display to be integrated into rear view mirror.			
1.12	Vehicle to be equipped with interior Red/white auxiliary dome light.			
1.13	Factory installed air conditioning to be included.			
1.14	AM/FM radio to be included.			
1.15	Vehicle to be equipped with cruise control.			
1.16	Vehicle to be equipped with an interior hood release.			
1.17	Vehicle to be equipped with supplemental restraints system.			
1.18	Vehicle to be equipped with front license plate bracket in trunk.			
1.19	Vehicle to be equipped with remote tailgate release.			
1.20	Vehicle to be delivered with total of six remotes and keys to open and start the unit.			
2.0	**Engine:**	**YES**	**NO**	**EXCEPTIONS**
2.1	Minimum 3.7 liter V-6 gasoline engine to be installed in vehicle.			
2.2	Vehicle to have a minimum of 300 net horsepower.			

2.3	Vehicle to meet all current EPA emission standards.			
3.0	**Transmission:**	**YES**	**NO**	**EXCEPTIONS**
3.1	Vehicle to be equipped with a minimum five speed fully automatic transaxle and to be all wheel drive.			
4.0	**Brakes:**	**YES**	**NO**	**EXCEPTIONS**
4.1	Power assisted brakes to be installed.			
4.2	Vehicle to be equipped with a four wheel anti-lock brake system.			
5.0	**Tires and Wheels:**	**YES**	**NO**	**EXCEPTIONS**
5.1	Manufacturer's standard BSW tires with full wheel covers to be installed.			
5.2	Full size spare tire and rim to be furnished.			
6.0	**Electrical System**	**YES**	**NO**	**EXCEPTIONS**
6.1	Vehicle to be equipped with a 12 volt electrical system.			
6.2	Charging system to have a minimum output of 220 amps.			
6.3	Vehicle to be equipped with a minimum 750 CCA battery.			
6.4	Vehicle to be equipped with driver’s side spot lamp.			
6.5	Vehicle to be equipped with pre drilled holes in front and rear light housings for LED emergency lighting.			
7.0	**Colors:**	**YES**	**NO**	**EXCEPTIONS**
7.1	Vehicle exterior paint color to be oxford white with a black interior.			
8.0	**Inspection and Acceptance:**	**YES**	**NO**	**EXCEPTIONS**
8.1	The inspection and acceptance of all units will be held jointly by Equipment Management, the end user department, and the Ultimate Consignee.			
9.0	**Separately Priced Options:**	**ADDITIONAL PRICE**		
9.1	List additional price for one complete set of printed repair manual(s).	$		
9.2	List additional price for one complete set of printed repair manual(s).	$		
9.3	List additional price for one complete set of printed parts manual(s).	$		
9.4	List additional price for printed wiring diagrams. (if not included in the repair manual in 9.1)	$		
9.5	List additional price for online access to vehicle repair manuals.	$		
9.6	List additional price for manufacturer specific diagnostic scan tool or software.	$		
9.7	List additional price for remote keyless entry installed on vehicle with a minimum of two remotes included.	$		
9.8	List additional price for each additional keyless remote key fob.	$		
9.9	List additional price per spare key capable of unlocking and starting the vehicle.	$		
9.10	List additional price for interior package to include carpeting, cloth rear seat, center console, and floor mats front and rear.	$		

9.11	List additional price for center caps installed on vehicle instead of full size wheel covers.	$
9.12	List additional price for perimeter alarm system installed on vehicle.	$
9.13	List price difference to delete police interceptor badge.	$
		$
		$
		$
9.14	List available exterior paint colors below with additional price:	**PRICE $**
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
9.15	List available interior colors below with additional price:	
		$
		$
		$
9.16	List additional price for auxiliary air conditioning installed on vehicle.	$
9.17	List additional price for radio noise suppression ground straps installed.	$
9.18	List additional price for roof rack side rails installed on vehicle.	$
9.19	List additional price for daytime running lights.	$
9.20	List additional price for Courtesy lamp disable installed on vehicle.	$
9.21	List additional price for Red/White dome lamp installed in cargo area.	$
9.22	List additional price for incandescent driver's side spot lamp installed in vehicle.	$
9.23	Delete driver's side spot lamp installed in vehicle.	$
9.24	List additional price for four programmable steering wheel switches.	$
9.25	List additional price to install LED spot lamp instead of incandescent.	$
9.26	List additional price to delete pre drilled holes in lighting housings.	$

9.27	List additional price for front lighting solution.	$		
9.28	List additional price for rear lighting solution.			
9.29	List additional price to make rear door handles work.	$		
9.30	List additional price to make rear door locks work.	$		
9.31	List additional price to make rear window switches work.	$		
9.32	List additional price for pre-wire of grille lamps and siren speakers.	$		
9.33	List additional price for four programmable steering wheel switches.	$		
9.34	List additional price for Sync Bluetooth connectivity installed on vehicle.	$		
9.35	List additional price for four voice activated programmable steering wheel switches used in conjunction with 9.37 above.	$		
10.0	**Delivery Requirements:**	**YES**	**NO**	**EXCEPTIONS**
10.1	Delivery is to be scheduled no less than 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.**			
10.2	Vehicle to be delivered with full tank of fuel.			
10.3	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.			
10.4	The owner's manual with vehicle warranty information to be included and placed in the glove compartment.			
11.0	**Pre-Delivery Inspection:**	**YES**	**NO**	**EXCEPTIONS**
11.1	All window stickers to be removed from windows, separated from adhesive backing, and placed in the glove compartment before delivery.			
11.2	The vehicle fluid levels, exterior lights, and tire pressures to be checked and no warning lights to be illuminated.			
11.3	The vehicle interior and exterior to be clean at time of delivery.			
12.0	**Warranty:**	**YES**	**NO**	**EXCEPTIONS**
12.1	Complete vehicle to be covered by a minimum three year / 36,000 mile warranty.			
12.2	Drive train components to be covered by a minimum five year / 60,000 mile warranty.			
12.3	Warranty start date to be delayed until the vehicle is put into service.			
SUVMID.PP	Revised	7/14/2015		

SPECIFICATION #VAN.15

Requirements

Extended one ton fifteen passenger van type vehicle, as specified for:

The City of Charlotte.

The unit required shall be the latest current model in production 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	**Cab:**	**YES**	**NO**	**EXCEPTIONS**
1.1	Vehicle shall be a standard minimum fifteen passenger van.			
1.2	Sun visors to be installed on both driver and passenger sides.			
1.3	Dual electric windshield wipers to be included, two speed with interval wiping features.			
1.4	Vehicle to be equipped with power adjust left and right hand exterior mirrors.			
1.5	Vehicle to be equipped with power door locks and windows installed on vehicle.			
1.6	Vehicle to have audible headlights on warning after ignition is turned off.			
1.7	Vehicle to be equipped with remote keyless entry installed on vehicle with a minimum of four remotes included.			
1.8	A minimum of four keys to be provided capable of unlocking and starting the vehicle.			
1.9	Vehicle to be equipped with cruise control.			
1.10	Vehicle to be equipped with daytime running lights.			
1.11	Vehicle to be equipped with tilt steering wheel.			
1.12	Vehicle to be equipped with bucket type front seats and bench rear seats all upholstered in vinyl with rubber flooring.			
1.13	Vehicle to have hinged barn style rear side entry door.			
1.14	Vehicle to be equipped with interior front and rear dome lights.			
1.15	Factory installed front and rear air conditioning to be installed.			
1.16	AM/FM radio to be installed.			
1.17	Vehicle to be equipped with an interior hood release.			
1.18	Vehicle to be equipped with supplemental restraints system.			

2.0	**Engine:**	**YES**	**NO**	**EXCEPTIONS**
2.1	Minimum 5.0 liter V-8 gasoline engine to be installed in vehicle.			
2.2	Vehicle to have a minimum of 200 net horsepower.			
2.3	Vehicle to meet all current EPA emission standards.			
3.0	**Transmission:**	**YES**	**NO**	**EXCEPTIONS**
3.1	Vehicle to be equipped with a minimum four speed fully automatic transmission.			
3.2	Vehicle to be rear wheel drive.			
4.0	**Brakes:**	**YES**	**NO**	**EXCEPTIONS**
4.1	Power assisted brakes to be installed.			
4.2	Vehicle to be equipped with a four wheel anti-lock brake system.			
4.3	Brake linings to not contain asbestos material.			
5.0	**Tires and Wheels:**	**YES**	**NO**	**EXCEPTIONS**
5.1	Manufacturer's standard BSW tires with full wheel covers or alloy wheels to be included.			
5.2	Full size spare tire and rim to be furnished.			
6.0	**Electrical System:**	**YES**	**NO**	**EXCEPTIONS**
6.1	Vehicle to be equipped with a 12 volt electrical system.			
6.2	Charging system to have a minimum output of 140 amps.			
6.3	Vehicle to be equipped with a minimum 650 CCA battery.			
7.0	**Paint:**	**YES**	**NO**	**EXCEPTIONS**
7.1	Color to be white.			
8.0	**Inspection and Acceptance:**	**YES**	**NO**	**EXCEPTIONS**
8.1	The inspection and acceptance of all units will be held jointly by the Equipment Management Division and the Ultimate Consignee.			
9.0	**Separately Priced Options:**	**Additional Price**		
9.1	List additional price for one complete set of printed repair manual(s).	$		
9.2	List additional price for one complete set of printed repair manual(s).	$		
9.3	List additional price for one complete set of printed parts manual(s).	$		
9.4	List additional price for printed wiring diagrams. (if not included in the repair manual in 9.1)	$		
9.5	List additional price for online access to vehicle repair manuals.	$		
9.6	List additional price for manufacturer specific diagnostic scan tool or software.	$		
9.7	List additional price for manual windows, locks, and mirrors.	$		
9.8	List additional price for each additional keyless remote key fob or for additional key with integral keyless remote.	$		

9.9	List additional price per spare key capable of unlocking and starting the vehicle without integral keyless remote.	$		
9.10	List additional price for cruise control delete.	$		
9.11	List additional price for sliding rear side entry door.	$		
9.12	List available exterior paint colors below with additional price:			
		$		
		$		
		$		
		$		
		$		
		$		
		$		
9.13	List available interior colors below with additional price:			
		$		
		$		
		$		
9.14	List additional price for rear step bumper.	$		
9.15	List additional price for fabric seats and full carpeting.	$		
9.16	List additional price for heavy duty minimum class III towing package.	$		
9.17	List additional price for integral trailer brake controller installed in vehicle.	$		
9.18	List additional price for single CD player installed in vehicle.	$		
9.19	List additional price for reverse sensing system installed in vehicle.	$		
9.20	List additional price for reverse camera system installed in vehicle.	$		
9.26	List additional price for chrome bumpers, power locks, power windows, power mirrors, single CD player, cruise control, carpet floors, fabric seats, and engine hour meter purchased as a package.	$		
9.27	List additional price for black running boards installed on driver's and full length of passenger's side of vehicle.	$		
10.0	**Delivery Requirements:**	**YES**	**NO**	**EXCEPTIONS**
10.1	Delivery is to be scheduled no less than 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.**			
10.2	Vehicle to be delivered with full tank of fuel.			

10.3	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.			
10.4	The owner's manual with vehicle warranty information to be included and placed in the glove compartment.			
11.0	**Pre-Delivery Inspection:**	**YES**	**NO**	**EXCEPTIONS**
11.1	All window stickers to be removed from windows, separated from adhesive backing, and placed in the glove compartment before delivery.			
11.2	The vehicle fluid levels, exterior lights, and tire pressures to be checked and no warning lights to be illuminated.			
11.3	The vehicle interior and exterior to be clean at time of delivery.			
12.0	**Warranty:**	**YES**	**NO**	**EXCEPTIONS**
12.1	Complete vehicle to be covered by a minimum three year / 36,000 mile warranty.			
12.2	Drive train components to be covered by a minimum five year / 60,000 mile warranty.			
12.3	Warranty start date to be delayed until the vehicle is put into service.			
VAN.15	Revised		7-14-2015	

4.20 FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

The agreement entered into by and between the successful Service Provider and the City will be subject to the requirements of a financial assistance contract between the City and the U.S. Department of Transportation. The following terms and conditions will be included as necessary in the Contract with the successful Service Provider in order to meet the City's obligations to the U.S. Department of Transportation.

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 Exhibit identifies the Federal requirements that may be applicable to this Contract. The Company is responsible for complying with all applicable provisions.

To the extent applicable, the Federal requirements contained in the most recent version of the Federal Transit Administration ("FTA") Master Agreement, as amended (the "Master Agreement"), 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 subagreement or subcontract executed by the contractor 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 Agreement 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.

2. NO FEDERAL OBLIGATIONS.

A. 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 agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this agreement 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 agreement) pertaining to any matter resulting from the underlying agreement.

B. 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 subcontractor who will be subject to its provisions.

3. PROGRAM FRAUD.

A. 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 U.S.DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to

this Project. Upon execution of the underlying agreement, 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 agreement or the FTA-assisted project for which this Agreement 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.

B. 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.

C. 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.

4. GOVERNMENT AUDIT.

The Federal Transit Administration, U.S. Department of Transportation, the Comptroller General of the United States, and any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are directly pertinent to the Contract, for the purpose of making audit, examination, excerpts, and transcripts. The Contractor shall maintain these records, and shall make them available as aforesaid, for 3 years after the City has made final payment and all pending matters arising out of the Contract have been closed. Any adjustment to the Contractor's compensation under the Contract shall include only costs and other compensation that are allowable as provided elsewhere herein, or otherwise by law, and that are allowable under the Contract Cost Principles of the Federal Acquisition Regulations System, 48 C.F.R., Ch.1, Pt.31, and any implementing guidelines or regulations issued by the said Administration.

5. FEDERAL CHANGES.

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 Agreement. Contractor’s failure to so comply shall constitute a material breach of this Agreement.

6. TERMINATION FOR DEFAULT.

The events described below shall be events of default, upon the occurrence of any of which the City shall have the right, at its option, to terminate the Contract. In the case of

any such event except the Contractor's insolvency, assignment for benefit of creditors or transfer in fraud of creditors, bankruptcy, or receivership, the City shall first give the Contractor and its Surety written notice that he is in default as defined herein, and of the reason for such default. If the Contractor fails to remedy or to begin to remedy such default within 5 days after he receives such notice, the City may terminate the Contract by giving the Contractor and its Surety a further written notice of its election to do so. Such termination shall be effective immediately, or at such other time as the City may specify in such notice. In case of the Contractor's insolvency, assignment for benefit of creditors or transfer in fraud of creditors, bankruptcy, or receivership, the Contractor shall not be entitled to prior notice of such default. The City's right to terminate the Contract as provided in this Article shall be in addition to all other rights and remedies, at law, in equity, or otherwise, to which the City may be entitled arising out of such events of default. If upon the occurrence of any event of default the City shall waive the same, or shall elect not to exercise its right to terminate the Contract, such waiver or election shall not be or be construed as a waiver of any other default, nor to be a waiver of or election not to terminate because of a like default on another occasion.

A. The events of default for which the City may terminate the Contract in accordance with this Article are the following:

A.1. If the Contractor fails to complete the Work, or any part of the Work for which a separate completion date is stipulated, within the time required by the Contract, as such time may be extended as provided by the Contract.

A.2. If the Contractor fails to make progress sufficient to ensure the completion of the Work, or any part of the Work for which a separate completion date is stipulated, within the time required by the Contract, as such time may be extended as provided by the Contract.

A.3. If the Contractor abandons the Contract.

A.4. If the Contractor or any subcontractor performs Work contrary to the requirements of the Contract.

A.5. If the Contractor violates, or fails, neglects, or refuses to perform, any covenant, promise, condition, understanding, obligation, or other term of the Contract.

A.6. If the Contractor assigns the Contract without the City's consent, or subcontracts the performance of all or any part of the Work under the Contract without the City's approval as required by these General Conditions.

A.7. If the Contractor (a) becomes insolvent, or makes an assignment for benefit of creditors, or any transfer in fraud of creditors; (b) files a petition under any section of the National Bankruptcy Act, or under any similar law of the United States or any State

thereof, or a petition in bankruptcy or insolvency or any similar proceeding is filed against the Contractor and is not dismissed within 90 days, or the Contractor is adjudged a bankrupt or insolvent in any proceeding filed against him; or (c) a receiver or trustee is appointed for all or substantially all of the Contractor's assets.

B. On receipt of a Notice of Termination from the City, the Contractor shall:

B.1. Stop all Work under the Contract on the date of and to the extent specified in such Notice.

B.2. Place no further orders or subcontracts for materials, equipment, or services except as may be necessary for completion of such portions of the Work as may be expressly excluded from the Notice of Termination.

B.3. Cancel or terminate all orders or subcontracts to the extent to which they relate to the performance of Work terminated.

B.4. Comply with such other instructions as the City may give with respect to the Work

so terminated.

C. Upon termination of the Contractor's right to proceed with the Work, or with any part thereof, the City shall have the right to either make demand upon Surety's performance bond or to take over such Work, and to complete it or cause it to be completed by whatever means and in whatever manner the City deems most expedient. The City shall have the right to take possession of all materials and equipment on the site to be incorporated or installed into the Work. Such materials and equipment of which the City takes possession shall become the property of the City. The City will not be required to obtain the lowest prices for completing the Work so terminated, but shall make such expenditures as, in the City's sole judgment, are necessary or expedient in order to complete the Work. The expense of completing the Work, together with a reasonable charge for engineering, managerial, and administrative services, will be charged to the Contractor and the expense so charged will be deducted by the City out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is in excess of the sum which otherwise would have been payable to the Contractor under the Contract, then the Contractor or his surety shall promptly pay the amount of such excess to the City upon notice from the City of the excess so due. The City may, in its sole discretion, withhold all or any part of any progress payments otherwise due the Contractor until completion of the Work terminated and final settlement for the costs thereof.

D. The Contractor shall insert in all contracts that all subcontractors will stop all Work on the date of and to the extent specified in a Notice of Termination from the City and shall require the subcontractors to insert the same provision in sub-subcontracts. The Contractor shall immediately upon receipt communicate any Notice of Termination issued by the City to the affected subcontractors and sub- subcontractors.

E. The surety or sureties on the performance bond provided for in the Contract shall not be entitled to take over the Contractor's performance of Work in case of termination under this Article, except with the consent of the City.

F. If, after Notice of Termination of the Contractor's right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the Contractor was entitled to an extension of time under Article 36 of these General Conditions or for any other reason, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Article 40 of these General Conditions.

7. TERMINATION FOR CONVENIENCE.

If for any reason the financial assistance for the Contract, is withdrawn or otherwise becomes unavailable, the City shall have the right to terminate the Contract. Such termination shall be effected by delivering to the Contractor a written notice stating the date upon which such termination takes effect. From and after receiving such notice, the Contractor shall place no further subcontracts or orders for services, materials, equipment, or supplies to be used to perform any Work so terminated, and shall cancel all subcontracts and orders then outstanding for such services, materials, equipment, or supplies that he is legally entitled to cancel, and shall incur no additional cost, expense, or obligation for the purpose of performing the Contract. On the date stipulated in the said notice, the Contractor shall stop all Work so terminated. If the Contract is so terminated, the Contractor shall be entitled to payment for the actual costs of (a) performing any part of the Work so terminated that has been performed satisfactorily on or before the effective date stipulated in the notice of termination; (b) all materials, equipment, and supplies that, on the date the Contractor receives the said notice, are in the process of manufacture specifically to be incorporated or installed in the Work so terminated; and (c) all materials, equipment, and supplies that on the date the Contractor receives the said notice have been ordered specifically to be incorporated or installed in the Work so terminated, and the orders for which the Contractor cannot legally cancel, provided that in the case of orders that can be legally canceled subject to a cancellation charge or penalty, the Contractor shall be entitled only to the amount of such charge or penalty. All materials, equipment, supplies, and other goods for which the Contractor is paid and that are or come into his possession shall be delivered to the City or otherwise disposed of as the City directs.

In addition, the City will reimburse the Contractor for any other costs or expenses incurred solely and directly to perform, or to prepare to perform, the Work so terminated or any part thereof, and that, because of the termination, the Contractor will not otherwise recover. Payments under item (a) of this Article, for satisfactory Work performed, shall be based upon the Contract prices therefor, including the Contractor's allowance in such prices for overhead and profit. The Contractor shall not be entitled to any general administrative or overhead costs with respect to any other payments under this Article, or to anticipate profits with respect to the Work terminated as provided herein. Any claim for payment arising out of any termination of Work as provided herein shall be paid only if presented to the City, in writing, within 90 days after the effective date stipulated in the notice of termination.

8. NON-DISCRIMINATION.

A. General - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 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.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this contract:

(1) 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 C.F.R. 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.

(2) Age - In accordance with section 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.

(3) Disabilities - In accordance with section 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 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. Subcontract inclusion - 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.

D. City Non-Discrimination - The City has adopted a Commercial Non-Discrimination Policy that is described in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). As a condition of entering into this Agreement, Contractor agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, Contractor 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, suppliers, or commercial customers in connection with this Agreement, nor shall Contractor retaliate against any person or entity for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities regarding this agreement, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this Agreement, Contractor agrees to: (a) promptly provide to 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 Agreement; 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 Contractor has used in connection with this agreement, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor 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.

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

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

9. <u>DISADVANTAGED BUSINESS ENTERPRISE (DBE).</u>

A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. **A separate contract goal of has**

not been established for this project.

B. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

C. The Contractor will be required to report all subcontractor participation on the CATS Subcontractor Monthly Reporting Form.

D. The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than seven (7) days after the contractor's receipt of payment for that Work from the City. In addition, the contractor may not hold retainage from its subcontractors. The Contractor must promptly notify the City, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

10. INCORPORATION OF FTA TERMS.

The provisions of this agreement include, in part, certain standard terms and conditions required by the United States Department of Transportation (DOT), whether or not expressly set forth in the agreement provisions. All applicable contractual provisions required by 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 Agreement. 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.

11. SUSPENSION & DEBARMENT.

This Agreement is a covered by 49 CFR Part 29 (Government-wide debarment and suspension). As such, the Contractor is required to verify that neither it, nor its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) is excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower-tier covered transaction into which it enters. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. BUY AMERICA.

This Contract is subject to the "Buy America" requirements of 49 United States Code (USC) §5323(j) and 49 Code of Federal Regulations (CFR) Part 661, as may be amended from time to time, and applicable federal regulations. Bidders' attention is directed to 49 CFR §661.11, "Rolling Stock Procurements." Bidders have the responsibility to comply with the cited and any governing statutes and regulations, including official interpretations.

A Bidder shall submit to the Agency the appropriate Buy America certification, included in this document, with all offers on FTA-funded contracts. Bids that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and will be rejected as nonresponsive.

The two signature blocks on the Buy America certificate are mutually exclusive. Bidders shall sign only one signature block on the certificate. Signing both signature blocks will make the Bid nonresponsive. A false certification is a criminal act in violation of 18 USC §1001.

A Bidder who has submitted an incomplete Buy America certificate or incorrect certificate of noncompliance through inadvertent or clerical error (but not including failure to sign the certificate, submission of certificates of both compliance and noncompliance, or failure to submit any certification), may submit to the FTA chief counsel within ten (10) days of Bid opening a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with 28 USC §1746, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The Bid will also submit evidence of intent, such as information about the origin of the product, invoices, or other working documents. The Bidder will simultaneously send a copy of this information to the City.

The FTA Chief Counsel may request additional information from the Bidder, if necessary. The City may not make Contract award until the FTA Chief Counsel issues his or her determination, except as provided in 49 CFR Part 661.15(m).

Certification based on ignorance of proper application of the Buy America requirements is not an inadvertent or clerical error.

A waiver from the Buy America provisions will be sought by the City from the FTA, for the proposed awardee, if the grounds for a waiver exist. All Bidders seeking a waiver must submit to the City a timely request in writing, which shall include the facts and justification to support the granting of the waiver. Such waiver from the Buy America provisions may be granted if the FTA determines the following:

1. Their application would be inconsistent with the public interest;

2. Materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

3. Inclusion of domestic material will increase the cost of the overall Contract by more than 25 percent.

Any party may petition the FTA to investigate a successful Bidder's compliance with the Buy America certification. The procedures are set out in 49 CFR Part 661.15. If the FTA determines the evidence indicates noncompliance, the FTA will require the City to initiate an investigation. The successful Bidder has the burden of proof to establish compliance with its certification. If the successful Bidder fails to so demonstrate compliance, then the successful Bidder will be required to substitute sufficient domestic materials without revision of the original Contract terms. Failure to do so will be a breach of the Contract and may lead to the initiation of debarment proceedings under 49 CFR Part 29.

13. <u>DISPUTE RESOLUTION.</u>

A. N.C.G.S. §143-128(f1) requires the City to adopt a dispute resolution process that may be used by all parties involved in the construction project that is the subject of this Contract. The City hereby designates that the dispute resolution process to be used in the construction project that is the subject of this Contract shall be a good-faith meeting of parties to be followed if unsuccessful in settling the dispute by mediation conducted pursuant to the conditions set forth in this Article.

Any party to this construction project that is a party to an issue or claim in which the amount in controversy is at least fifteen thousand dollars ($15,000) may require other parties that are party to the issue or claim and this construction project to participate in the dispute resolution process as set forth in this Article. Unless otherwise directed by the City, the Contractor shall continue performance under this Contract while matters in dispute are being resolved. The process set forth by this Article may be foregone upon the mutual written agreement of all parties in interest to the individual dispute. Otherwise, full compliance with this Article is a precondition for any party to initiating any form of litigation concerning the dispute.

B. Subcontract Inclusion

The Contractor shall and hereby agrees to include this Article in every subcontract or any other agreement it enters into with any party related to or that will be involved in this construction project.

C. Parties at Issue and Required Notice

(1) If the City is not a party to the issue or claim, the party requesting dispute resolution must notify the City Construction Manager, in writing, of the requested dispute resolution and must include a brief summary of the issue including the alleged monetary value of the issue. The written notice must be sent to the City Construction Manager prior to the service of the request for dispute resolution upon the parties to the issue.

If the party requesting dispute resolution is a subcontractor, it must first submit its claim to the prime contractor with whom it has a contract. If the dispute is not resolved through the Prime Contractor's informal involvement, then the dispute becomes ripe for the Dispute Resolution Process under this Article, and the party may submit its written notice of dispute resolution to the City.

The City is under no obligation to secure or enforce compliance with this Article for disputes in which the City is not a party. The City is entitled to notice of the dispute as required by this Article, but has no obligation to administer, mediate, negotiate, or defray any costs of disputes in which the City is not a party but for the selection of a mediator as set forth in Sub-Article (E)(1) below.

(2) If the City is a party to the issue, the party requesting dispute resolution must submit a written request to the City Construction Manager for dispute resolution.

a. Prior to submission of a written request for dispute resolution to the City, the party requesting mediation must have first fully complied with Articles 33 (if applicable) and 34 of the Contract. If the dispute is not resolved through the process in Articles 33 and 34, the dispute then becomes ripe for the Dispute Resolution Process under this Article, and the party may submit his written request for dispute resolution to the City.

b. A written request for dispute resolution may be summarily rejected by the City if the party submitting such has failed to fully and timely comply with Articles 33 (if applicable) and 34 of the Contract.

Upon receipt of a written request for Article 35 dispute resolution that fully complies with the requirements of this Article, the parties to the dispute shall follow the process as set forth in the Article in good-faith. The costs of the process shall be divided equally among the parties, with the City paying at least one-third of the costs if the City is a party to the dispute.

D. Formal Resolution Meeting

Representatives of each party shall meet as soon as reasonable to attempt in good-faith to resolve the dispute. If the City is a party to the dispute, all other parties must be represented by a person with the authority to settle the dispute on behalf of their respective parties. The parties may by agreement and in good-faith conduct further meetings as necessary to resolve the agreement. If resolution is not achieved, the parties shall initiate mediation as set forth below.

E. Mediation

The parties to a dispute that is ripe for mediation under this Article shall proceed in the following manner:

(1) Selection of Mediator

The parties shall in good-faith select a mediator certified in accordance with the rules of mediator certification in Superior Court in North Carolina. If the parties desire a mediator not so certified, the City's consent to such a mediator must first be obtained in writing. If the parties cannot agree to a mediator within a reasonable time, the City shall have the right to unilaterally select a certified mediator if the City is a party to the dispute, or if the City is not a party to the dispute, but is requested to do so by a party to the dispute.

(2) Mediation Agreement

Upon selection of a mediator, the parties to the dispute shall in good-faith enter into a mediation agreement that shall include terms governing the time, place, scope, and procedural rules of the mediation including those set forth in Sub-Article E(3) below. The agreement shall also include terms governing the compensation, disqualification, and removal of the mediator. All terms of the mediation agreement must be consistent with the terms of this Article and contract, as well as all applicable laws. If the parties fail to agree to the procedural rules to be used, then the American Arbitration Association Construction Industry Mediation Rules shall be used to the extent such rules are consistent with this contract and applicable law.

(3) Stalemate

If after all reasonable good-faith attempts to resolve the dispute have been made, it appears to the mediator that the parties are at a stalemate with no significant likelihood of reaching resolution, the mediator shall so inform the parties and shall issue a written Notice of Stalemate, which shall conclude the dispute resolution process, unless the parties agree otherwise.

14. <u>LOBBYING.</u>

The Contractor agrees to comply with the provisions of Title 31, U.S.C. 1352, 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 Bid. The Contractor further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of $100,000 or more.

15. ENVIRONMENTAL PROTECTION.

All equipment and supplies delivered under the Contract shall be designed and equipped to limit air pollution in accordance with all applicable standards and regulations provided by law. In performing the Contract, the Contractor shall comply with all applicable standards, orders, or requirements issued under the **Clean Air Act** (42 U.S.C., section 7401 *et seq.*), the **Clean Water Act** (33 U.S.C., section 1251 *et seq*), Executive Order No. 11738, and Environmental Protection Agency regulations (40 C.F.R., Part 15), as in force on the date hereof or as they may be amended, and shall use only facilities that, unless exempt, comply with the aforesaid laws and regulations, and that are not listed on the Environmental Protection Agency's List of Violating Facilities. The Contractor shall promptly report to the City any violation of any of the aforesaid laws and regulations, and the receipt of any communication from the Director of the Environmental Protection Agency Office of Federal Activities indicating that a facility to be used in performing the Contract is under consideration for listing by the said Agency. The Contractor shall include in all subcontracts in excess of $100,000.00 provisions sufficient to ensure the subcontractors' compliance with the foregoing, and shall take such action to enforce such provisions as the City or the U.S. Government may direct. The Contractor and all subcontractors shall recognize mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C., section 6321 *et seq*.).

16. CARGO PREFERENCE.

The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent 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 United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph 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.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

17. FLY AMERICA.

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign

air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

18. ENERGY CONSERVATION.

The Consultant 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.

19. RECOVERED MATERIALS.

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (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.

20. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS.

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

21. ACCESS REQUIREMENTS TO INDIVIDUALS WITH DISABILITIES.

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

C. U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 39;

D. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 36;

E. DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

F. General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-10;

G. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

H. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

5.1 **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 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 and each of the City'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).

5.2 **Insurance:** Throughout the term of the Contract, the successful Bidder shall comply with the insurance requirements described in this Form. In the event the successful Bidder fails to procure and maintain each type of insurance required by this Form, or in the event the successful Bidder 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 successful Bidder.

The successful Bidder 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:

5.2.1 **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.

5.2.2 **Commercial General Liability:** Bodily injury and property damage liability as shall protect the successful Bidder 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 successful Bidder, 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.

5.2.3 **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 successful Bidder shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The successful Bidder 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 successful Bidder 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 (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. **All insurance certificates must include the City of Charlotte's 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 successful Bidder and/or subcontractor providing such insurance.

BID SUBMISSION FORM
ITB # 269-2016-009
LAW ENFORCEMENT VEHICLES

This Bid is submitted by:

Company Name: _____

Representative (printed): _____

Representative ***(signed):*** _____

Address: _____

_____

City/State/Zip: _____

Telephone: _____
(Area Code) Telephone Number

Facsimile: _____
(Area Code) Fax Number

E-Mail Address: _____

It is understood by the Bidder that the CLT reserves the right to reject any and all Bids, to award multiple Contracts by line item, combination of items, or grand total on a state, regional, or national basis according to the best interest of the CLT and CCPA, to waive formalities, technicalities, to recover and re-bid this ITB. Bids are valid for one hundred twenty (120) calendar days from Bid Opening.

_____	_____
Company Name	**Date**
_____	_____
Authorized Signature	**Please type or print name**

Addenda Acknowledgement / Exceptions Form
ITB # 269-2016-009
LAW ENFORCEMENT VEHICLES

Bid/Bid Submission Check List: Confirm by placing a check mark in the space provided that as the bidder or proposer the information listed below has been reviewed and complied with in the submission of a response to this Invitation to Bid/Request for Bids.

(A) _____ Addenda acknowledgement. Please contact the Procurement Management Division representative to verify the number of addenda issued.

Procurement Management Rep. Name	***Telephone Number***
Genetta N. Carothers	704-336-5195

Addenda Receipt: The following confirms receipt of any and all addenda issued for this Invitation to Bid/Request for Bids:

Addendum #	Date Issued
_____	_____
_____	_____
_____	_____

(B) _____ Bid/Bid document has been signed by authorized bidder/proposer official.

(C) _____ Bid/Bid package has been properly labeled per the instructions. (See **Section 1.9**, page 5)

(D) _____ Bid/Bid Response Package Forms

- Bid Submission Form One
- Addenda Acknowledgement/Exceptions Form Two
- Pricing Sheet Form Three
- Non-Discrimination Certification Form Four
- E-Verify Certification – Form Five
- CCPA Plan, Per Section 4.1 – Attachment One
- Delivery Personnel, Per Section 4.7 – Attachment Two
- Vendor References - Attachment Three
- Required FTA Forms – (located before Appendix A)
- Specification Compliance Pages

2. **Exceptions:** 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 conformance 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

The signature below certifies that: (a) the Bidder's Bid complies with the requirements of this Invitation to Bid; (b) that items 1(A) through 1(D) of the above checklist have been verified as complete, and (c) that the Bidder takes no exception to the terms of the ITB other than those listed in the chart contained in this Form.

Date: _____ Bidder: _____
Print name of Bidder

By: _____ Signature: _____
Print name and title of signatory

PRICING SHEET
ITB # 269-2016-009
LAW ENFORCEMENT 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.

BIDS ARE DUE NO LATER THAN 2:00 P.M., AUGUST 19, 2015

Item	City Specification Number	Manufacturer	Model	Bidder Model Year	Bidder Product Number	Annual Est Qty	Unit Cost	Ext Cost	Delivery Lead-Time from Placement of Order
1	LFWD.PP	Ford	Interceptor Sedan			10			
2	LRWD.PP	Chevrolet	Caprice			40			
3	MFWD.AD	Chevrolet	Impala			10			
4	MFWD.PP	Chevrolet	Impala			25			
5	SUVLRG.PP	Chevrolet	Tahoe			10			
6	SUVMID.PP	Ford	Interceptor Utility			80			
*7	VAN.15		15 Passenger Van			10			
								TOTAL BID:	**$**

***Item 7 – Bidders must provide the manufacturer, make and model in the "manufacturer" column of the above table.**

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

Administrative Fees: Per **Section 3.13**, the Service Provider shall pay the City of Charlotte ("CLT") an **administrative fee of_____%** (minimum of 1%) based on all CLT and Participating Public Agency sales volumes within 30 days of the end of each calendar quarter set forth in the subsequent Contract. **It is the responsibility of the bidder to set the Administrative Fee.**

Pricing Incentives and Rebates: Per **Section 4.6,** Bidders shall identify any incentives and rebates offered based on volume, dollar amounts, electronic ordering or other criteria: _____

_____

Reference the Charlotte Cooperative Purchasing Alliance (CCPA) website at http://www.charlottealliance.org/

The City reserves the right to award multiple Contracts for the Products and Services required by this ITB if the CLT deems multiple Contracts to be in the City and other Participating Public Agencies' best interest.

Payment Terms: _____

The undersigned hereby certifies the Bidder has read the terms of this bid document, including the sample contract **(Section 7**) and is authorized to bind the firm to the information herein set forth.

Date: _____ _____
Legal Name of Firm

By: _____ _____
Name and Title of Person Signing (please print)

NON-DISCRIMINATION PROVISION

Project: LAW ENFORCEMENT 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 it's the enclosed bid or Bid, the Bidder or Proposer has considered all bids and 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, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, 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 or Bid submitted with this certification, and terminate any contract awarded based on such bid or Bid It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer 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 or Proposer 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 or 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 or Proposer to any remedies that are allowed thereunder.
5. As part of its bid or Bid, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a bid or 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: _____

E-VERIFY CERTIFICATION

This E-Verify Certification is provided to the City of Charlotte (the "City") by the company signing below ("Company") as a prerequisite to the City considering Company for award of a City contract (the "Contract").

1. Company understands that:

   a. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies to enable employers to verify the work authorization of employees pursuant to federal law, as modified from time to time.

   b. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers that transact business in this state and employ 25 or more employees in this state to: (i) verify the work authorization of employees who will be performing work in North Carolina through E-Verify; and (ii) maintain records of such verification (the "E-Verify Requirements").

   c. North Carolina General Statute 160A-20.1(b) prohibits the City from entering into contracts unless the contractor and all subcontractors comply with the E-Verify Requirements.

2. As a condition of being considered for the Contract, Company certifies that:

   a. If Company has 25 or more employees working in North Carolina (whether now or at any time during the term of the Contract), Company will comply with the E-Verify Requirements in verifying the work authorization of Company employees working in North Carolina; and

   b. Regardless of how many employees Company has working in North Carolina, Company will take appropriate steps to ensure that each subcontractor performing work on the Contract that has 25 or more employees working in North Carolina will comply with the E-Verify Requirements.

3. Company acknowledges that the City will be relying on this Certification in entering into the Contract, and that the City may incur expenses and damages if the City enters into the Contract with Company and Company or any subcontractor fails to comply with the E-Verify Requirements. Company agrees to indemnify and save the City harmless from and against all losses, damages, costs, expenses (including reasonable attorney's fees) obligations, duties, fines and penalties (collectively "Losses") arising directly or indirectly from violation of the E-Verify Requirements by Company or any of its subcontractors, including without limitation any Losses incurred as a result of the Contract being deemed void.

_____ _____

Signature of Company's Authorized Representative **Date**

Print Name and Title: _____

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

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT NO. _____

CONTRACT TO PROVIDE
LAW ENFORCEMENT VEHICLES

This Contract (the "Contract") is entered into as of this __ day of _____ 2015(the "Effective Date"), by and between (insert Company name), a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a political subdivision of the State of North Carolina (the "City").

Statement of Background and Intent

A. The City of Charlotte, NC on behalf of itself and 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 Number 269-2016-009) dated July 23, 2015 requesting bids from qualified firms to provide the City with Law Enforcement 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 #269-2016-009 on August 19, 2015. 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 September 28, 2015 to Company to provide Law Enforcement 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 3 as submitted by the Company)

Exhibit B: **Terms and Conditions** (**Section 2** of the ITB and all addenda thereto, marked to show any exceptions taken by the Company on Bid Response Form 2)

Exhibit C: **Special Conditions** (**Section 3** of the ITB and all addenda thereto, marked to show any exceptions taken by the Company on Bid Response Form 2)

Exhibit D: **Specifications** (Section 4 of the ITB and all addenda thereto, marked to show any exceptions taken by the Company in its Bid)

Exhibit E: **Insurance Requirements** (Section 5)

Exhibit F: **Bid Response Forms** (the Bid Response Forms contained in **Section 6** of the ITB and submitted by the Company, except for Form 3, the Pricing Sheet)

Exhibit G: **Additional Materials** (Any additional materials submitted by the Company to describe the Products or Services) Remove if not applicable.

Each reference to the Contract shall be deemed to include all Exhibits. 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. The materials in **Exhibit G** 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 G** 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 G** shall be deemed in conflict and shall be excluded. 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 government agencies, except Federal, that have the authority to purchase from another public agency's competitively solicited contract including Counties, Cities, Towns, Villages, Special Districts, Public Schools, Community Colleges, Universities, State Agencies and Nonprofit agencies providing services on behalf of government agencies.

2.3. *PRODUCTS*. The term "Products" shall mean Law Enforcement 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 Agreement will be for one 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 the contract signed by both parties.

4. AGREEMENT TO PROVIDE PRODUCTS AND SERVICES: The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits. Except as set forth on 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.

5. 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 C**. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in **Exhibit A**.

SAMPLE

6. **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 all invoices using one of the following options:

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

2. Option 2 – Mail one copy of each invoice to:

   City of Charlotte Accounts Payable
   PO Box 37979
   Charlotte, NC 28237-7979
   Attn: CMPD

Payment of invoices shall be due within thirty (30) days after the City of Charlotte has received all of the following: (a) an accurate, properly submitted invoice, and (b) any other information reasonably requested by the City of Charlotte to verify the charges contained in the invoice. Invoices must include state and local sales tax.

7. **ADMINISTRATIVE FEE:** The Company shall pay the City a quarterly administrative fee in the amount of ____ % of all CCPA Program Spend by the CLT and Participating Public Agencies during the term of the Contract. The Company shall pay the administrative fee to the City within thirty (30) days after the close of each calendar quarter and shall include a report as mutually agreed by the parties outlining all sales through the CCPA Program.

8. **GENERAL WARRANTIES:** Company represents and warrants that:

8.1. It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of _____, and is qualified to do business in North Carolina;

8.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

8.3. The execution, delivery, and performance of this Contract have been duly authorized by Company;

8.4. 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;

8.5. 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

8.6. The Company shall not violate any agreement with any third party by entering into or performing this Contract.

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

9.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;

SAMPLE

9.2 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;

9.3 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

9.4 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.

10. TERMINATION:

10.1 *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.

10.2 *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:

10.2.1 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

10.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

10.2.3 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.

10.3 *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):

10.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this

SAMPLE

Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or

10.3.2 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.

10.4 *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.

10.5 *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.

10.6 *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.

10.7 *AUTHORITY TO TERMINATE.* The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

11. 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:

11.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services;

11.2 Notifying all affected vendors and subcontractors of the Company of transition activities;

11.3 Performing the transition service plan activities;

11.4 Answering questions regarding the products and services on an as-needed basis; and

11.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.

SAMPLE

12. **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.

13. **NON-DISCRIMINATION:** The City has adopted a Commercial Non-Discrimination Policy that is described in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). The Company agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, 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, suppliers, or commercial customers 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 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 Company has used on City contracts in the past five years, including the total dollar amount paid by Contractor 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 as set forth in Section 2, Article V of the City Code, 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 understands and agrees that violation of this clause 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.

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

14. **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.

15. **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

SAMPLE

personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.

16. DRUG-FREE WORKPLACE: The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

16.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

16.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

16.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

16.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

16.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

16.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

17. 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:**
	Genetta Carothers
	Finance - Procurement Management
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-5195
	Fax: 704-632-8257
	E-mail: gcarothers@charlottenc.gov

SAMPLE

With Copy To:	**With Copy To:**
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@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.

18. MISCELLANEOUS:

18.1 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 forgoing, 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

18.2 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.

18.3 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.

18.4 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 18.8** constitutes an assignment.

18.5 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.

18.6 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 forgoing, the parties agree

SAMPLE

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.

18.7 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.

18.8 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.

18.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.

18.10 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.

18.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services.

18.12 E-VERIFY. As a condition for payment under this Contract, Company shall: (i) comply with the E-Verify requirements set forth in Article 2 of Chapter 64 of the North Carolina General Statutes (the "E-Verify Requirements"); and (ii) cause each subcontractor under this Contract to comply with such E-Verify Requirements as well. 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 any failure by Company or any subcontractor to comply with the E-Verify Requirements.

19. 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.

20. CONFIDENTIALITY:

20.1 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

SAMPLE

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:

20.1.1. *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.

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

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

20.1.4. *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.

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

20.1.6. *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.

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

20.1.8. *Any attorney / client privileged information disclosed by either party.*

20.1.9. *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.*

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

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

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

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

Categories **20.1.3** through **20.1.13** 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

SAMPLE

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.

20.2. *RESTRICTIONS*. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

20.2.1. 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.

20.2.2. 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.

20.2.3. 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.

20.2.4. Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.

20.2.5. 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.

20.2.6. 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.

20.2.7. 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.

20.2.8. Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

20.2.9. 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.

SAMPLE

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.

20.3 EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

20.3.1 Was already known to Company prior to being disclosed by the City;

20.3.2 Was or becomes publicly known through no wrongful act of Company;

20.3.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;

20.3.4 Was used or disclosed by Company with the prior written authorization of the City;

20.3.5 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;

20.3.6 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.

SAMPLE

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

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: _____

PRINT NAME: _____
TITLE: _____

DATE: _____

CITY OF CHARLOTTE:
OFFICE OF RISK MANAGEMENT:

BY: _____

PRINT NAME: _____
TITLE: _____

DATE: _____

CITY OF CHARLOTTE
CITY CLERK'S OFFICE:

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.

BY: **N/A – purchase orders will be issued** _____
DEPUTY FINANCE OFFICER **DATE**

SAMPLE

EXHIBIT A
PRICING SHEET
FORM 3 OF 269-2016-009

INTENTIONALLY LEFT BLANK AND WILL BE COMPLETED IN FINAL CONTRACT

EXHIBIT B
TERMS AND CONDITIONS
SECTION 2 OF 269-2016-009

INTENTIONALLY LEFT BLANK AND WILL BE COMPLETED IN FINAL CONTRACT

Exhibit C
SPECIAL CONDITIONS
SECTION 3 OF 269-2016-009

INTENTIONALLY LEFT BLANK AND WILL BE COMPLETED IN FINAL CONTRACT

EXHIBIT D
SPECIFICATIONS
SECTION 4 OF 269-2016-009 AND ALL ADDENDA

INTENTIONALLY LEFT BLANK AND WILL BE COMPLETED IN FINAL CONTRACT

EXHIBIT E
INSURANCE REQUIREMENTS
SECTION 5 OF 269-2016-009

INTENTIONALLY LEFT BLANK AND WILL BE COMPLETED IN FINAL CONTRACT

EXHIBIT F
BID RESPONSE FORMS
SECTION 6 OF 269-2016-009

INTENTIONALLY LEFT BLANK AND WILL BE COMPLETED IN FINAL CONTRACT

Attachment 1

CCPA PLAN, SECTION 4.1

Bids must include or address the following information as Attachment 1:

Introduction: Pursuant to N.C. G.S. 160A-461 and 143-129(e)(3), the City of Charlotte Procurement Management Division 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 "CLT"). 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. Bidders 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. Participating Public Agencies will be required to register with the CCPA at: www.charlottealliance.org.

4.1.1 Bids must include in detail how the Bidder plans to service all Participating Public Agencies as it relates to the CCPA. Currently the CCPA has approximately 270 registered Participating Public Agencies in California, Georgia, Maryland, Michigan, North Carolina, South Carolina, Tennessee, Virginia, and West Virginia. Please address the following in your bid response as **Attachment #1**:

4.1.1.1 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; and

4.1.1.2 Address if the Bidder has a national sales force, dealer network or distributor with the ability to serve Participating Public Agencies in all 50 U.S. states.

4.1.2 Bids must include in detail how the Bidder will monitor and report all spend by CLT/Participating Public Agencies to the CLT for auditing purposes as **Attachment #1**.

4.1.3 The City of Charlotte will post all awarded contracts on the CCPA website, along with the respective vendor information. Please address the following in your bid response:

4.1.3.1 Indicate if the Bidder will allow the City to utilize their organization's logo on the CCPA website;

4.1.3.2 Address if the Bidder will advertise the CCPA logo and website on their organization's website; and

4.1.3.3 Bids must include in detail how the Bidder plans to market the Contract(s) as a result of this ITB as **Attachment #1**.

Attachment 2

DELIVERY PERSONNEL, SECTION 4.7

Bids must include or address the following information as Attachment 2:

Delivery Personnel: All delivery personnel of the successful Bidder may be subject to background checks at the discretion of the CLT/Participating Public Agency. Bids shall include company policies regarding selection of personnel who will be frequenting CLT/Participating Public Agency facilities as **Attachment #2.**

Attachment 3

REFERENCES

Company Name: _____

List three (3) clients excluding the City of Charlotte/Mecklenburg County, 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:	E-MAIL:

NAME OF FIRM:	
ADDRESS OF FIRM: _____ _____	
CONTACT PERSON:	
TELEPHONE NUMBER:	
FAX NUMBER:	E-MAIL:

NAME OF FIRM:	
ADDRESS OF FIRM: _____ _____	
CONTACT PERSON:	
TELEPHONE NUMBER:	
FAX NUMBER:	E-MAIL:

FEDERAL TRANSIT ADMINISTRATION CERTIFICATIONS

NON-DISCRIMINATION CERTIFICATION FORM

Non-Discrimination Policy

Project: **Law Enforcement Vehicles – ITB# 269-2016-009**

Bidder:

Section 2.101. Mandatory non-discrimination Contract clause.

As a condition of entering into this Agreement, 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, suppliers, or commercial customers 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 Agreement and may result in termination of this Agreement, disqualification of the Company from participating in the Contracts or other sanctions.

Section 2.102 Contractor bid requirements

All requests for bids or proposals 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 or proposal, the Bidder or Proposer has considered all bids and proposals 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, supplier or *commercial customer* on the basis of race, ethnicity, gender, age, religion, national origin, 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 or proposal submitted with this certification, and terminate any Contract awarded based on such bid or proposal It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer 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 or Proposer 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 or proposal and to any Contract awarded on such bid or proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.

5. As part of its bid or proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subContractors, vendors, suppliers, or *commercial customers*, and a description of the status or resolution of that complaint, including any remedial action taken.

6. As a condition of submitting a bid or proposal 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 DATE

SIGNATURE OF AUTHORIZED OFFICIAL TITLE

BUY AMERICA CERTIFICATION

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at $100,000.

Certificate of Compliance

The Bidder hereby certifies that it will comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Name *(print)***:** _____

Title: _____

Company: _____

_____ _____

Authorized signature Date

Certificate of Non-Compliance

The Bidder hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Name *(print)***:** _____

Title: _____

Company: _____

_____ _____

Authorized signature Date

BIDDER'S CERTIFICATE OF BUY AMERICA COMPLIANCE

Pursuant to Section 165 of the Surface Transportation Assistance Act of 1982, as amended, no funds shall be obligated for mass transportation projects, unless steel, iron and manufactured products used in these projects are produced in the United States. There are four exceptions. The fourth exception established an entire second program with its own requirements for the purchase of buses and other rolling stock. It provided that:

> "The Buy America provisions would not apply to the procurement of buses and other rolling stock (including train control, communications, and traction power equipment) if the cost of components produced in the United States was more than 60 percent of the cost of all components of the vehicles or equipment and if final assembly took place in the United States."

The Buy America Audit will determine if the 60% is met. The bidder must identify the origin and cost of the major components. The list of items below contains items that typically would be considered components of a vehicle. The list is not all-inclusive. THE CITY or an outside auditor will audit the Bidder's documents to verify compliance with the Pre-Award & Post Delivery Buy America requirements. The following information will be required from the Low Bidder within five days of notification of award:

COMPONENT	MANUFACTURER	COUNTRY OF ORIGIN	PERCENTAGE OF TOTAL VEHICLE COST	TOTAL COST OF COMPONENT
Engine				
Transmission				
Front Axle Assemblies				
Rear Axle Assemblies				
Drive Shift Assemblies				
Front Suspension Assemblies				
Rear Suspension Assemblies				
Air Compressor & Pneumatic Systems				
Generator/Alternator and Electronic Systems				
Steering System Assemblies				
Front & Rear Air Brake Assemblies				
A/C Evaporator/Condenser Assemblies				
Heating Systems				
Passenger Seats				
Driver's Seat Assemblies				
Window Assemblies				
Entrance and Exit Door Assemblies				
Door Control Assemblies				
Interior Lighting Assemblies				
Front and Rear End Cap Assemblies				
Front and Rear Bumper Assemblies				
Structural Steel Tubing				
Aluminum Extrusions				
Steel or Fiberglass				
Exterior Panels				
Interior Trim				
Flooring				

The following is a description of the actual location of the final assembly point, including a description of the activities that will take place at the final assembly point, and the cost of final assembly:

FINAL ASSEMBLY

- Location of the Final Assembly Point; _____

- Description of activities that will take place at the Final Assembly Point:

  The Final Assembly of a new vehicle, would typically include a minimum:

  - the installation and interconnection of the engine, transmission, axles, including the cooling and braking system; _____included

  - the installation and interconnection of the heating and air conditioning equipment _____ _____included

  - the installation of pneumatic and electrical systems, door systems, passenger seats; _____ included

  -road testing, final inspection, repairs and preparation of the vehicles for delivery.

List other activities:

_____

_____

_____

_____

_____

FINAL COST OF ASSEMBLY: $_____

The bidder certifies that it complies with the Buy America requirements of Section 165{b){3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations set forth in 49 CFR Part 661.11.

BY: _____

TITLE: _____

MANUFACTURER: _____

DATE: _____

CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (potential Contractor for a major third party Contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, of Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) _____ , CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

_____
Date

CERTIFICATION OF LOWER-TIER PARTICIPANTS
REGARDING DEBARMENT, SUSPENSION,
AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower-Tier Participant (potential sub-Contractor under a major third party Contract), _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower-Tier Participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

IF LOWER-TIER PARTICIPANT (POTENTIAL CONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) _____ , CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

_____
Date

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, (Recipient) may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to (Recipient) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," :"participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact (Recipient) for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by (Recipient).

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, (Recipient) may pursue available remedies including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

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 a member of the Metropolitan Transit Commission, Charlotte City Council, officer or employee of the City of Charlotte, or any elected, appointed, or employed official or employee of the State of North Carolina, 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, or the amendment or modification of any Federal Contract.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the Metropolitan Transit Commission, Charlotte City Council, officer or employee of the City of Charlotte, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award of all subContracts anticipated to be of a value of $100,000 or more and that all subContractors 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 imposed by Section 1352, Title 31, U.S. Code. 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.

Signature:_____ Date:_____

Title:_____ Telephone No. (____) _____

Firm or Corporate Name: _____

Address: _____

_____

Appendix A

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. CPPA 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.