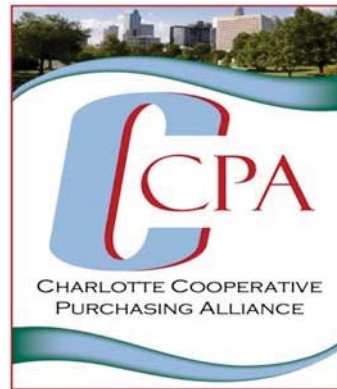


REQUEST FOR PROPOSALS
RADIOS AND COMMUNICATION EQUIPMENT
RFP # 269-2016-019



CITY OF CHARLOTTE
NORTH CAROLINA

DECEMBER 11, 2015

REQUEST FOR PROPOSALS
RFP # 269-2016-019
RADIOS AND COMMUNICATION EQUIPMENT

December 11, 2015

Dear Service Provider:

The City of Charlotte, located in the State of North Carolina on behalf of itself and other public agencies is soliciting Proposals from qualified Service Providers to provide Radios and Communication Equipment to satisfactorily support the City, and other public agencies supported under this contract. This Request for Proposal 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 RFP must give due consideration to the potential market.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **January 5, 2016 at 1:30 p.m. EST**, at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, 9th Floor Large Conference Room 986. Please bring a copy of the RFP with you at that time. All Service Providers should return a completed Request for Proposals Acknowledgement Form (see Section 6, Form One) by the date stated in the schedule in Section 2.1 of this RFP.

An electronic copy of the RFP in Microsoft Word format may be obtained by contacting David Tate at dtate@charlottenc.gov.

All Proposals are due to the Management & Financial Services, Finance Office - Procurement Management, 9th Floor, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **January 26, 2016 at 2:00 p.m. EST**.

One (1) original Proposal signed in ink by a company official authorized to make a legal and binding offer and three (3) electronic copies of your Proposal on a CD or flash drive in a searchable format such as MS Word or Adobe Acrobat. The original Proposal must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals
Attention: David Tate
Name of Company Submitting Proposal
Radios and Communication Equipment
RFP # 269-2016-019

RFP questions must be directed to David Tate, Management & Financial Services, Finance Office - Procurement Management, per the enclosed instructions in Section 2.3. The City is an equal opportunity purchaser.

Sincerely,

Kay Elmore
Chief Procurement Officer

cc: RFP Project Team
RFP file

Checklist for submitting a Proposal:

Step 1-Read the document fully.

Step 2-If you plan on submitting a Proposal then fax Form 1 in Section 6 to the number listed on the sheet.

Steps 3-If you have any questions send them before the deadline listed in Section 2.3.

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

Proposal Copies

- 1 Copy marked "Original"
- Three (3) Copies on CD or flash drive

Proposal Format-If submitting a Proposal you should be set-up just like this for all required copies.

- Cover Letter per **Section 4.1.1**
- Proposed Solution per **Section 4.1.2**
- Proposed Alternate in Lieu of Specified Brand per **Section 4.1.3**
- Section 6, Form 2, Addenda Receipt Confirmation**
- Section 6, Form 3, Proposal Submission**
- Section 6, Form 4, Pricing Worksheet**
- Section 6, Form 5, Proposal Certification**
- Section 6, Form 6, MWSBE Compliance**
- Section 6, Form 7, Service Provider Background and Experience**
- Section 6, Form 8, References**
- Section 6, Form 9, E-Verify Certification**
- CCPA Plan per **Section 4.1.5.**
- Exceptions to any part of the RFP (If you take any exceptions to anything in this document list it in a category in your Proposal called "Exceptions" and offer an alternative solution).
- Full Line Product Catalog with List Pricing.

This is all you have to include when you submit your Proposal.

If awarded a contract you will have to submit the following when you sign a contract:

- Insurance certificate per requirements in **Exhibit A, Section 40.**

It is the Service Provider's responsibility to check www.ips.state.nc.us for any addenda or changes to this Project. Search for bid # 269-2016-019 to find if any documents or changes have been posted.

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Section 1

Introduction and General Information

1. INTRODUCTION.

1.1. Objective.

The objective of this RFP is to solicit Proposals that will enable the City to determine which Service Provider and Proposed Solution will best meet the City's needs.

1.2. Definitions.

As used in this RFP, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Product or Service in accordance with the acceptance process and criteria set forth in the Agreement.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, towns, boards, committees or municipalities for which the City processes data or performs Services that involve the System.
<i>Agreement:</i>	Refers to a contract executed by the City and Service Provider for all or part of the Services covered by this RFP.
<i>Alternate:</i>	Refers to a product proposed by a Service Provider to be evaluated by the City for "or equal" acceptability to the specifications outlined in this RFP.
<i>CBI:</i>	Refers to the Charlotte Business INCLUSION office of the City of Charlotte.
<i>CCPA:</i>	Refers to the Charlotte Cooperative Purchasing Alliance.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>City Project Manager:</i>	Refers to a specified City employee representing the best interests of the City for this Project.
<i>CLT Aviation:</i>	Refers to the City of Charlotte-Douglas International Airport.
<i>Company:</i>	Refers to a Service Provider that has been selected by the City to provide the Services required by this RFP.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Project.
<i>Company Software:</i>	Refers to mean all pre-existing software owned by the Service Provider or any of its "Related Entities" which the Service Provider provides or is required to provide under this RFP, and all Updates and Enhancements to the foregoing. The term "Related Entity" shall mean any person or entity that is directly or indirectly in control of, controlled by, or under common control with the Service Provider, including but not limited to, parent, subsidiary, and affiliate entities. The word, "control," as used in this context, shall mean ownership of a sufficient percentage (not necessarily a majority) of the outstanding voting interests in an entity so as to afford effective control of the management of the entity.

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<i>CSA:</i>	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.
<i>County:</i>	Refers to Mecklenburg County, North Carolina.
<i>Current Release:</i>	Refers to the latest version of the Software offered for general commercial distribution at a given point in time, including all Updates.
<i>Customizations:</i>	Refers to all newly-developed software created by the Service Provider and/or its subcontractors pursuant to this RFP, including but not limited to all interfaces between different components of the System and between the System and other systems. Customizations will not include Updates and Enhancements that become part of the company Software.
<i>Defect:</i>	Refers to any failure of the System or any component thereof to fully conform to the Specifications and Requirements. A non-conformity is not a Defect if it results directly from the City's improper use or damage, unless it is reasonably likely that such non-conformity would have occurred on that or another occasion even without the City's improper use or damage.
<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans and other items, which the Company is required to complete and deliver to the City in connection with this Agreement.
<i>Department:</i>	Refers to a department within the City of Charlotte.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works, that describe the use, functions, features, or purpose of the System or any component thereof, and which are published or provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the System.
<i>Enhancements:</i>	Refers to any products, parts of products, improvements, additions or materials which are not included in the Products at the time of execution of an Agreement or that are subsequently developed, which modify the Products to provide a function or feature not originally offered or an improvement in function.
<i>Environmentally Preferable Products:</i>	Refers to products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This

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comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.

<i>Evaluation Committee:</i>	Refers to a committee, as appointed by the City, responsible for determining the best Service Provider for the Services described in this RFP.
<i>FCC:</i>	Refers to the Federal Communications Commission.
<i>Hardware:</i>	Refers to all hardware, equipment and materials which the Company actually provides or is required to provide under the terms of this RFP (whether now or in the future).
<i>ICOM:</i>	Refers to ICOM America, Inc.
<i>Lead Public Agency:</i>	Refers to the Charlotte-Mecklenburg Procurement Management Division.
<i>License:</i>	Refers to the license agreement.
<i>Maintenance Services:</i>	Refers to the maintenance services described in Section 3.
<i>MBE:</i>	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.
<i>Milestones:</i>	Refers to the benchmarks of performance (consisting of an identified deadline for the completion of specific services and/or the acceptance of identified Deliverables), as specified in this RFP.
<i>Motorola MotoTrbo:</i>	Refers to the MotoTrbo product line of two-way radios by Motorola Solutions, Inc.

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<i>Participating Public Agency:</i>	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.
<i>Post-Consumer Recycled Material:</i>	Refers to material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
<i>Project:</i>	Refers to the procurement process to choose a Service Provider to perform Radios and Communication Equipment for the City.
<i>Project Plan:</i>	Refers to the detailed plan for implementation of the System as described in Section 3, in the form accepted in writing by the City in accordance with the terms of this RFP and resultant Agreement.
<i>Products:</i>	Refers to all Software and all Hardware (both as herein defined).
<i>Proposal:</i>	Refers to the Proposal submitted by a Service Provider for the Services as outlined in this RFP.
<i>Recyclability:</i>	Refers to products or materials that can be collected, separated or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
<i>Recycled Material:</i>	Refers to material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
<i>SBE:</i>	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
<i>Services:</i>	Refers to the Radios and Communication Equipment as requested in this RFP, including but not limited to training, warranty, and maintenance.
<i>Service Provider:</i>	Refers to a company that has interest in providing the Services required by this RFP.

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<i>Software:</i>	Refers to (i) all Company Software; (ii) all Customizations; (iii) all Third Party Software; and (iv) all Updates and Enhancements of any of the foregoing.
<i>Source Code:</i>	Refers to the human readable form of a computer program and all algorithms, flow charts, logic diagrams, structure descriptions or diagrams, data format or layout descriptions, pseudo-code, code listings (including comments), and other technical documentation relating to such program.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Products or System which are set forth or referenced in: (i) this RFP; (ii) the Documentation; and (iii) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Products or the System.
<i>System:</i>	Refers to Radio and Communications Equipment to be designed, supplied, installed, configured, tested and commissioned by the Service Provider under this RFP, including but not limited to all Products.
<i>System Acceptance:</i>	The term "System Acceptance" shall mean acceptance by the City of the complete System to be provided.
<i>Third Party Software:</i>	Refers to all software included within the System or required for the System to function in full compliance with the Specifications and Requirements that is provided by the Service Provider as a result of this RFP and was not manufactured, developed or otherwise created by the Service Provider, any Related Entity of the Service Provider, or any of the Service Provider's subcontractors. The phrase "Related Entity" shall mean any person or entity that is directly or indirectly in control of, controlled by, or under common control with the Service Provider, including but not limited to any parent, subsidiary, and affiliate entities. The word, "control," as used in this context, shall mean ownership of a sufficient percentage (not necessarily a majority) of the outstanding voting interests in an entity so as to afford effective control of the management of the entity.
<i>Updates:</i>	Refers to program logic changes made by Service Provider or its subcontractors or vendors to correct Defects in the Products and/or related Documentation delivered hereunder.
<i>Warranty Period:</i>	Refers to the twelve-month period following System Acceptance.
<i>WBE:</i>	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)

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is at least fifty-one percent (51%) owned by one or more persons who are female; and (c) is headquartered in the Charlotte.

Workaround: Refers to a reasonable change in the procedures followed or data supplied to avoid a Defect that does not impair the performance of the System or increase the cost of using the System.

Work Product: Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Service Provider in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

1.3. Accuracy of RFP and Related Documents.

The City assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this procurement process. In addition, the City will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the City other than those provided by the City through the issuance of addenda. In no event may a Service Provider rely on any oral statement by the City or its agents, advisors or consultants.

Should a Service Provider find discrepancies or omissions in this RFP or any other documents provided by the City, the Service Provider should immediately notify the City of such potential discrepancy in writing, and a written addendum may be issued if the City determines clarification necessary. Each Service Provider requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in Section 2 of this RFP.

1.4. City's Rights and Options.

The City reserves the following rights, which may be exercised at the City's sole discretion:

- 1.4.1. To supplement, amend, substitute or otherwise modify this RFP at any time;
- 1.4.2. To cancel this RFP with or without the substitution of another RFP;
- 1.4.3. To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City;
- 1.4.4. To issue additional requests for information;
- 1.4.5. To require one or more Service Providers to supplement, clarify or provide additional information in order for the City to evaluate the Proposals submitted;
- 1.4.6. To conduct investigations with respect to the qualifications and experience of each Service Provider;
- 1.4.7. To waive any defect or irregularity in any Proposal received;
- 1.4.8. To reject any or all Proposals;
- 1.4.9. To share the Proposals with City employees other than the Evaluation Committee or City advisory committees as deemed necessary;

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- 1.4.10. To award all, none, or any part of the Services that is in the best interest of the City, with one or more of the Service Providers responding, which may be done without or without re-solicitation.
- 1.4.11. To discuss and negotiate with selected Service Provider(s) any terms and conditions in the Proposals including but not limited to financial terms; and
- 1.4.12. To enter into any agreement deemed by the City to be in the best interest of the City, with one or more of the Service Providers responding.

1.5. Expense of Submittal Preparation.

The City accepts no liability for the costs and expenses incurred by the Service Providers in responding to this RFP, in preparing responses for clarification, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for the contract approval process. Each Service Provider that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that the Service Provider cannot make any claims whatsoever for reimbursement from the City for the costs and expenses associated with the procurement process.

1.6. Proposal Conditions.

The following terms are applicable to this RFP and the Service Provider's Proposal.

1.6.1. RFP Not an Offer.

This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Service Provider execute an Agreement. No recommendations or conclusions from this RFP process concerning the Service Provider shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

1.6.2. Right to Terminate Discussions.

The Service Provider's participation in this process might result in the City selecting the Service Provider to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the City to execute an Agreement or to continue discussions. The City can terminate discussions at any time and for any reason.

1.6.3. Trade Secrets and Personal Identification Information /Confidentiality.

Upon receipt at the Procurement Management Division, all materials submitted by a Service Provider (including the Proposal, requests and other communications) are considered public records except for material which qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et seq. and personal identification information" as protected by state and federal law ("Personal Identification Information" or "PII"), to include, but not be limited to, social security numbers, bank account numbers, and driver's license numbers. After the Proposal due date, the City's Evaluation Committee, as well as other City staff and members of the general public who submit public records requests will review the Proposal.

The public disclosure of the contents of a Proposal or other materials submitted in response to this RFP is governed by Chapter 132 and 66-152 et. seq. of the General Statutes of North Carolina. If any Proposal contains trade secret information as defined by Chapter 66-152 et seq. of the General Statutes of North Carolina or PII,

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such trade secret information and PII must be specifically and clearly identified in accordance with this Section 1.6.3.

Any trade secrets or PII submitted by a Service Provider must be clearly segregated from the rest of the Proposal. For hard copy Proposals, it must be submitted in a separate, sealed envelope, marked either “Personal Identification Information – Confidential” or “Trade Secret—Confidential and Proprietary Information.” For electronic submissions it must be submitted on a separate CD if submitting by CD, or in a separate electronic file if submitting online. Whether filing by hard copy or electronic format, the confidentiality same caption stated above must be clear appear on each page of the trade secret or PII materials.

In submitting a Proposal, each Service Provider agrees that the City may reveal any trade secret materials and PII 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 serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

Furthermore, each Service Provider 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 Service Provider has designated as a trade secret. **Any Service Provider that designates its entire Proposal as a trade secret may be disqualified.**

1.6.4. 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 an Agreement that may result from this RFP, the Service Provider 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 Service Provider 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 Service Provider retaliate against any person or entity for reporting instances of such discrimination. The Service Provider 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 an Agreement that may result from this RFP, the Service Provider 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 the Agreement; and (b) if requested, provide to the City within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Service Provider has used on City contracts in the past five (5) years, including the total dollar amount paid by Service Provider on each subcontract or supply contract. The Service Provider shall further agree to fully cooperate in any investigation conducted by the City pursuant to the City’s Non-

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

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

- 1.6.5. Statutory Requirements.
Any Agreement awarded as a result of this RFP shall be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.
- 1.6.6. Reservation of Right to Change Schedule.
The City shall ultimately determine the timing and sequence of events resulting from this RFP. The City reserves the right to delay the closing date and time for any phase if City staff believe that an extension will be in the best interest of the City.
- 1.6.7. Reservation of Right to Amend RFP.
The City reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of the City. Any addenda will be posted to the Internet at www.ips.state.nc.us, bid# 269-2016-019. Service Providers are required to acknowledge their receipt of each addenda by including the Addenda Receipt Confirmation Form set forth in Section 6, Form Two with their Proposal.
- 1.6.8. Additional Evidence of Ability.
Service Providers shall be prepared to present additional evidence of experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to request such information at any time during the Proposal evaluation period for this RFP.
- 1.6.9. No Collusion or Conflict of Interest.
By responding to this RFP, the Service Provider shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Service Provider submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.
- 1.6.10. Proposal Terms Firm and Irreversible.
The signed Proposal shall be considered a firm offer on the part of the Service Provider. The City reserves the right to negotiate price and Services. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future contract negotiations unless specifically waived in writing by the City. The Service Provider chosen for award should be prepared to have its Proposal and any relevant

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correspondence incorporated into the Agreement, either in part or in its entirety, at the City's election. Any false or misleading statements found in the Proposal or Agreement exceptions not included in the Proposal may be grounds for disqualification.

1.6.11. Proposal Binding for 180 Days.

Each Proposal shall contain a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Service Provider and include their name, title, address, and telephone number. All prices quoted shall be firm and fixed for the full Agreement period. The City shall have the option to accept subject to exception by Agreement.

1.6.12. Charlotte Business INClusion Program.

Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at www.charlottebusinessinclusion.com.

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

1.6.13. Subcontracting.

The Service Provider given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Service Provider shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors. Additionally, the City must be named as a third party beneficiary in all subcontracts.

1.6.14. Equal Opportunity.

The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Service Providers regardless of race, color, religion, age, sex, and national origin or disability.

1.6.15. Use of City's Name.

No advertising, sales promotion or other materials of the Service Provider or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.

1.6.16. Withdrawal for Modification of Proposals.

Service Providers may change or withdraw their Proposals at any time prior to the Proposal due date; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a

Section 1

Introduction and General Information

previously submitted Proposal, which is addressed in the same manner as the Proposal, and received by the City prior to the scheduled closing time for receipt of Proposals, will be accepted. The Proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope, which is plainly marked “**Modifications to Proposal.**”

- 1.6.17. No Bribery.
In submitting a response to this RFP, each Service Provider certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Agreement.
- 1.6.18. Exceptions to the RFP.
Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the sample contract language included as Section 7. An “exception” is defined as the Service Provider’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the sample contract language included as Section 7. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Service Provider’s solution, must be described in detail.
- 1.6.19. Fair Trade Certifications.
By submission of a Proposal, the Service Provider certifies that in connection with this procurement:
- The prices 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 anyone;
 - Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Service Provider and will not knowingly be disclosed by the Service Provider prior to opening; and
 - No attempt has been made or will be made by the Service Provider to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
- 1.6.20. Clarification of Ambiguities.
Any Service Provider believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify the City in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim for ambiguity, inconsistency or error.
- 1.6.21. Service Provider’s Obligation to Fully Inform Themselves.
Service Providers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting Proposals. Failure to do so will be at the Service Provider’ own risk.

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- 1.6.22. 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	Durability
Low volatile organic compounds	Take back options

Service Providers able to supply products or services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in the Proposal. Service Providers 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.

- 1.6.23. Environmental Reporting Requirements.
The Service Provider shall furnish quarterly usage reports showing a summary of the ordering and/or history of each City department for the previous quarter to the Finance Office - Procurement Management. The report must show at minimum, description and total quantity of each item ordered during the period, reporting period, City agency, and total dollars per agency. The City reserves the right to request additional information, if required, when reviewing contract activity.

- 1.6.24. Disclaimer.
Each Service Provider must perform its own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City.

- 1.6.25. **E-Verify Certification**
For any Proposal to be considered responsive, the successful Service Provider shall be required to provide a certification attesting that the Service Provider is in compliance with the E-Verify provisions of Article 2 of Chapter 64 of the North Carolina General Statutes and shall ensure that any subcontractors used by the Service Provider on this Project will also comply with the E-Verify provisions. The certification is attached to this RFP as Form 9.

Section 2 Procurement Process

2. PROCUREMENT PROCESS.

This Section 2 contains information about the procurement process for this Project.

2.1. Schedule and Process.

The following chart shows the schedule of events to prepare the Service Provider's Proposal. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
December 11, 2015	<i>Issuance of RFP.</i> The City issues this RFP.
December 30, 2015	<i>Request for Proposals Acknowledgement.</i> Service Providers who intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the fax number listed in Section 2.2.
December 30, 2015	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Service Providers are permitted to submit written questions, but only for purposes of clarifying this RFP. All submissions must be faxed or preferably e-mailed to David Tate at the address and number listed in Section 2.3. Questions are due by 2:00 p.m. EST on December 30, 2015.
January 5, 2016	<i>Non-Mandatory Pre-Proposal Conference.</i>
January 15, 2016	<i>Submission of Written Questions After the Pre-Proposal Conference.</i>
January 26, 2016	<i>Proposal Submission.</i> Proposals are due by 2:00 p.m. EST on January 26, 2016, at the Finance Office - Procurement Management, CMGC 9 th Floor. All Proposals will be time-stamped upon receipt and held in a secure place until this date.
January 26, 2016 – March 28, 2016	<i>Evaluation.</i>
March 28, 2016	<i>Contract Award by Council.</i>
April 15, 2016	<i>Contract Effective Date.</i> Service Provider begins providing all Radios and Communication Equipment.

2.2. Intent to Propose.

Please acknowledge receipt of this RFP via facsimile by **December 30, 2015** using the Request for Proposals Acknowledgement Form located in Section 6, Form One. Complete the form in its entirety advising the City of your firm's intention to submit or not submit a Proposal. Fax the completed and signed form to 704-632-8520, Attention: David Tate. The City strongly encourages Service Providers to submit this form prior to the Pre-Proposal conference, but Service Providers shall not be precluded from submitting a Proposal if they fail to submit this form.

2.3. Interpretations and Addenda.

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Service Provider with the exception of questions answered at the Pre-Proposal Conference. Otherwise, Service Providers must request such interpretations or clarifications in writing from the City. Address requests for information or clarification of this RFP to David Tate at the e-mail address listed below. When submitting questions, please reference the RFP page and topic number. In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **2:00 p.m. EST on December 30, 2015**.

After the Pre-Proposal Conference, questions must be submitted by the deadline outlined in Section 2.1. In the case of questions not submitted by the deadline, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal Due Date. When responding to Service Provider questions or issuing addenda to the RFP, the City will post the answer or information to the Internet at www.ips.state.nc.us, solicitation# 269-2016-019.

David Tate
City of Charlotte/Mecklenburg County
Finance Office - Procurement Management
600 East 4th Street, CMGC 9th Floor
Charlotte, NC 28202
RFP # 269-2016-019
Fax: 704-632-8520
E-mail: dtate@charlottenc.gov

The City reserves the right to disqualify any Service Provider who contacts a City or County official, employee, or agent concerning this RFP other than in accordance with this Section. Nothing in this Section shall prohibit the City from conducting discussions with Service Providers after the Proposal due date.

2.4. Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on **January 5, 2016 at 1:30 p.m. EST**. The meeting will be held at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street, Charlotte, North Carolina 28202, 9th Floor Large Conference Room 986.

While attendance at the Pre-Proposal Conference is not mandatory, all interested Service Providers are encouraged to attend. If special accommodations are required for attendance, please notify David Tate in advance of the conference date and time identifying the special accommodations required.

2.5. Submit a Proposed Alternate Product in Lieu of a Specified Brand.

Service Providers that desire to submit a proposed alternate Product in lieu of a brand specified in Section 3 of this RFP (referred to as an “Alternate”) must include the following with their Proposal:

- 2.5.1. A written statement identifying the manufacturer, brand name, make and, if applicable, style number.
- 2.5.2. Any descriptive literature such as illustrations, drawing or data that are necessary for the City to make a comparison with the brand specified for that item listed in Section 3.
- 2.5.3. Certified test reports (if applicable) by an independent laboratory attesting that the proposed Alternate is equal to or better than the specified brand with respect to the applicable specifications for which certified test reports are required.

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Procurement Process

Failure to comply with each of the above requirements with respect to a proposed Alternate Product shall result in the City rejecting the Alternate as an acceptable “or equal” for the brand specified in Section 3.

2.6. **Submission of Proposals.**

One (1) original Proposal signed in ink by a company official authorized to make a legal and binding offer and three (3) electronic copies of your Proposal on a CD or flash drive in a searchable format such as MS Word or Adobe Acrobat shall be submitted to the address listed in Section 2.3 above by **January 26, 2016 on or before but no later than 2:00 p.m. EST.** The "original" Proposal shall be complete and unabridged, and shall not refer to any other copy of the signed/sealed original for any references, clarifications, or additional information.

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. **Proposals sent by fax or email will not be accepted.**

Due to increased security concerns at the Charlotte-Mecklenburg Government Center (CMGC), your sealed boxed including any portions marked as Confidential/Trade Secret, may be searched and thoroughly inspected prior to admittance. Please allow time for this search to take place and to re-seal the box if delivering your Proposal in person to the CMGC.

Do not arrive at the Finance Office - Procurement Management on the Proposal due date for the purposes of reviewing your competitor's Proposals. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved.

2.7. **Correction of Errors.**

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Service Provider further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

2.8. **Evaluation.**

As part of the evaluation process, the Evaluation Committee may engage in discussions with any Service Provider. Discussions might be held with individual Service Providers to determine in greater detail the Service Provider's qualifications, to explore with the Service Provider the scope and nature of the required contractual Services, to learn the Service Provider's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at an Agreement that will be satisfactory to the City.

The City may in its discretion require one or more Service Providers to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Service Provider may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Service Providers will be notified in advance of the time and format of such meetings.

Since the City may choose to award an Agreement without engaging in discussions or negotiations, the Proposals submitted shall define the Service Provider's best offer for performing the Services described in this RFP.

2.8.1. **Samples.**

Section 2

Procurement Process

Service Providers may be requested to submit samples of specific Groups of radios during the evaluation phase. If samples are requested, Service Providers shall submit two (2) samples of a certain group of radios, to be determined during the evaluation process, that are described in the Scope of Services Section 3.3, at no charge to the City for evaluation purposes. Samples shall be received by the City within five (5) business days. Samples must be an exact and true representation of the actual Products that will be proposed in response to this RFP.

Upon receipt of the samples, the Evaluation Committee will conduct an evaluation of each product to determine the compliance with requirements outlined in Section 3 and whether the samples appear to be acceptable “or equal” alternates to the brand names listed. Service Providers may also be requested to come onsite to the City for programming and/or demonstration purposes. The testing of samples and evaluation process shall be conducted for an estimated three (3) weeks from the proposals submission date outlined in Section 2.1.

During the evaluation phase, the City reserves the right to contact Service Providers as the City deems necessary with questions or concerns regarding the sample submitted or with requests for additional documentation, samples or information. Service Providers must promptly comply with all such requests. The City is not responsible for locating or obtaining any information not identified in the proposal response. The City shall be the sole judge in determining the product acceptability.

At the conclusion of the sample evaluation process, the City shall return each sample to the Service Provider.

2.9. Contract Award by the Charlotte City Council.

As soon as practical after opening the Proposals, the name of the apparent successful Service Provider will be submitted to the Charlotte City Council for final approval of award. If approved by the Charlotte City Council, the Finance Office - Procurement Management will provide Agreement documents to the Service Provider. In the event the Charlotte City Council approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Service Provider may request that it be released from the Proposal.

3. SCOPE OF RADIOS AND COMMUNICATION EQUIPMENT.

3.1. General Scope.

The City of Charlotte manages an estimated 12,000 radios through all departments citywide. While the City is flexible with respect to certain elements of its proposed relationship with the Radios and Communication Equipment Services Provider, the City does have certain preferences for that relationship and has developed the following proposed model for that relationship.

3.2. Charlotte Cooperative Purchasing Alliance.

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. 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 RFP 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. Service Providers should consider the potential volumes when responding to this RFP. Participation by other entities is strictly voluntary and no volumes are guaranteed. Participating Public Agencies (PPA's) must register with the CCPA at: www.charlottealliance.org.

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

3.3. Product Specifications.

Service Providers shall provide pricing for each type of radio listed below that meet the following specifications:

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3.3.1. **Portable Radios.**

GROUP 1 – PORTABLE RADIOS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
1.1	All Service Provider equipment is expected to be of high quality and intended to provide high reliability under heavy use in severe environments. Equipment must be FCC type accepted in accordance with FCC Part 90 rules and regulations.			
1.2	All Service Provider equipment shall meet MIL-STD-810 C, D, E, and F.			
1.3	All Service Provider equipment shall be software programmable.			
1.4	All Service Provider equipment shall support the following: <ul style="list-style-type: none"> • Conventional analog; • Project 25 Conventional; • Project 25 Trunked Digital Phase 1; • Upgradable to Project 25 Trunked Digital Phase 2 (TDMA); and • Digital CAI Operation. 			
1.5	Features: <ul style="list-style-type: none"> • Push-to-Talk (PTT) button; • Top-mounted on/off volume knob; • Talkgroup/channel selector; • Emergency button with protection from inadvertent activation; • Alphanumeric display (on applicable models) with a minimum of eight characters; • Transmit indicator. 			
1.6	Service Providers shall have the option to provide pricing for multiband portable radios capable of operating in the following frequency bands: <ul style="list-style-type: none"> • VHF: 136-174 MHz • UHF: 380-520 MHz • 700/800 MHz: 762-870 MHz 			

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GROUP 2 – PORTABLE RADIOS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
2.1	All Group 2 Portable Radios shall include the requirements listed in Group 1 in addition to the following:			
2.2	Certified as intrinsically safe.			
2.3	ADP Encryption option.			
2.4	Service Providers shall have the option to provide pricing for multiband portable radios capable of operating in the following frequency bands: <ul style="list-style-type: none"> • VHF: 136-174 MHz • UHF: 380-520 MHz • 700/800 MHz: 762-870 MHz 			

GROUP 3 – PORTABLE RADIOS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
3.1	All Group 3 Portable Radios shall include the requirements listed in Group 1 and Group 2 in addition to the following:			
3.2	Over the air programming (OTAP) capable to include: <ul style="list-style-type: none"> • Integrated voice and data option; • Secure programming and seamless batch programming options; • POP25 option or equivalent. 			
3.3	Text Messaging Format capable to include: <ul style="list-style-type: none"> • Programmable quick access buttons; • Store and forward text options. 			
3.4	GPS capable to include: <ul style="list-style-type: none"> • Integration into main antenna. 			
3.5	SmartZone Operation.			
3.6	Integrated Voice & Data (IV&D) option.			

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3.7	Integrated GPS option.			
3.8	Advanced System Key (ASK) option.			
3.9	Radio Authentication option.			
3.10	Programming Over P25 (OTAP) option.			
3.11	Bluetooth option.			
3.12	Smart Battery Charging System option.			
3.13	Service Providers shall have the option to provide pricing for multiband portable radios capable of operating in the following frequency bands: <ul style="list-style-type: none"> • VHF: 136-174 MHz • UHF: 380-520 MHz • 700/800 MHz: 762-870 MHz 			

GROUP 4 - MOTOTRBO 7000 SERIES PORTABLE RADIOS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
4.1	All Group 4 Portable Radios shall be brand specific or equal for the MotoTrbo 7000 Series and for the following models: <ul style="list-style-type: none"> • XPR 7380 • XPR 7580 			
4.2	IMPRES Hi-Cap Li-ion 2150 mAH Battery (PMNN4409) or equal			
4.3	Slim IMPRES Li-ion 1500 mAH Battery (PMNN4407) or equal			
4.4	IMPRES Hi-Cap Li-ion FM 2300 mAH Battery (NNTN8129) or equal			
4.5	All radios, including “or equal” proposed radios, must be compatible with the CLT Aviation MotoTrbo Link Capacity Plus radio system.			
4.6	Service Providers shall provide proof of being an authorized reseller of these types of radios.			

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GROUP 5 - ICOM PORTABLE RADIOS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
5.1	All Group 5 Portable Radios shall be brand specific or equal for the ICOM A14S Com Series handheld radios.			
5.2	Service Providers shall provide proof of being an authorized reseller of these types of radios.			

ACCESSORIES				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
6.1	Regardless of the Group of Portable Radios, Service Providers shall provide pricing for all optional OEM accessories including the following at a minimum:			
6.2	Programming Cables;			
6.3	Antennas;			
6.4	Batteries;			
6.5	Single-bay Battery Charger			
6.6	Multiple-bay Battery Charger			
6.7	Vehicular Battery Charger			
6.8	Remote Speaker Microphone;			
6.9	Remote Speaker Microphone with Antenna;			
6.10	Wired Headset			
6.11	Wireless/Bluetooth Headset			
6.12	Carrying Cases			
6.13	Belt Clips			
6.14	All proposed accessories shall be Original Equipment Manufacturer (OEM) and must be accompanied by a compatible portable radio in the Service Provider's proposal.			

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DETAILED EQUIPMENT SPECIFICATIONS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
7.1	Service Providers shall provide detailed equipment specifications for all proposed portable radios and accessories, including the follow information:			
7.2	Radio Dimensions			
7.3	Radio Weight with Battery			
7.4	Antenna Type			
7.5	Frequency Channel Capacity			
7.6	General features, transmit/ receive parameters, and mechanical specifications			

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3.3.2. **Mobile Radios/Control Stations**

GROUP 6 - MOBILE RADIOS/CONTROL STATIONS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
8.1	All Service Provider equipment is expected to be of high quality and intended to provide high reliability under heavy use in severe environments. Equipment must be FCC type accepted in accordance with FCC Part 90 rules and regulations.			
8.2	All Service Provider equipment shall meet MIL-STD-810 C, D, E, and F.			
8.3	All Service Provider equipment shall be software programmable.			
8.4	All Service Provider equipment shall support the following: <ul style="list-style-type: none"> • Conventional analog; • Project 25 Conventional; • Project 25 Trunked Digital Phase 1; • Upgradable to Project 25 Trunked Digital Phase 2 (TDMA); and • Digital CAI Operation. 			
8.5	Mobile radios shall be supplied complete with the following for a complete working solution: <ul style="list-style-type: none"> • Microphone; • External Speaker; • Cables; • Fusing; • Mounting Hardware; • Coaxial Cable; • Antennas; • Installation Services. 			
8.6	Mobile Radios shall interface with on-board radio headset systems on vehicles as applicable.			
8.7	Control Station Radios shall be supplied with the following for a complete working solution: <ul style="list-style-type: none"> • Desk Microphone; • Speaker; • Cables; 			

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	<ul style="list-style-type: none"> • Coaxial Cable; • Antennas. 			
8.8	Service Providers shall provide pricing for dash mounted units and remote mounted units.			
8.9	Features: <ul style="list-style-type: none"> • Push-to Talk (PTT) button; • Front-mounted on/off volume knob; • Talkgroup/channel selector; • Alphanumeric display; • Transmit indicator. 			
8.10	Service Providers shall have the option to provide pricing for multiband mobile radios capable of operating in the following frequency bands: <ul style="list-style-type: none"> • VHF: 136-174 MHz • UHF: 380-520 MHz • 700/800 MHz: 762-870 MHz 			

GROUP 7 - MOBILE RADIOS/CONTROL STATIONS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
9.1	All Group 7 Mobile Radios/Control Stations shall include the requirements listed in Group 6 in addition to the following:			
9.2	Certified as intrinsically safe.			
9.3	ADP Encryption option.			
9.4	Service Providers shall have the option to provide pricing for multiband mobile radios capable of operating in the following frequency bands: <ul style="list-style-type: none"> • VHF: 136-174 MHz • UHF: 380-520 MHz • 700/800 MHz: 762-870 MHz 			

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GROUP 8 - MOBILE RADIOS/CONTROL STATIONS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
10.1	All Group 8 Mobile Radios/Control Stations shall include the requirements listed in Group 6 and Group 7 in addition to the following:			
10.2	Over the air programming (OTAP) capable to include: <ul style="list-style-type: none"> • Integrated voice and data option; • Secure programming and seamless batch programming options; • POP25 option or equivalent. 			
10.3	Text Messaging Format capable to include: <ul style="list-style-type: none"> • Programmable quick access buttons; • Store and forward text options. 			
10.4	GPS capable.			
10.5	SmartZone Operation.			
10.6	Integrated Voice & Data (IV&D) option.			
10.7	Advanced System Key (ASK) option.			
10.8	Radio Authentication option.			
10.9	Programming Over P25 (OTAP) option.			
10.10	Bluetooth option.			
10.11	Service Providers shall have the option to provide pricing for multiband mobile radios capable of operating in the following frequency bands: <ul style="list-style-type: none"> • VHF: 136-174 MHz • UHF: 380-520 MHz • 700/800 MHz: 762-870 MHz 			

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GROUP 9 - MOTOTRBO 5000 SERIES MOBILE RADIOS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
11.1	All MotoTrbo 5000 Series Mobile Radios shall be brand specific or equal for the following models: <ul style="list-style-type: none"> • XPR 5580 • XPR 5380 			
11.2	All radios shall be supplied complete with the following for a complete working solution: <ul style="list-style-type: none"> • Microphone; • External Speaker; • Cables; • Fusing; • Mounting Hardware; • Coaxial Cable; • Antennas; • Installation Services. 			
11.3	All radios, including “or equal” proposed radios, must be compatible with the CLT Aviation MotoTrbo Link Capacity Plus radio system.			
11.4	Service Providers shall provide proof of being an authorized reseller of these types of radios.			

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GROUP 10 - ICOM MOBILE RADIOS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
12.1	All ICOM Mobile Radios shall be brand specific or equal mobile vehicle mounted radios for communications to and from aircraft and/or a Federal Aviation Administration (FAA) tower in an Aviation environment for the following models: <ul style="list-style-type: none"> • A120 • A210 			
12.2	All ICOM A120 Mobile Radios shall be Federal Communications Commission (FCC) type accepted according to FCC Part 87 (aviation services) and meet applicable rules for FCC Part 87 and Part 15.			
12.3	All ICOM A210 Mobile Radios shall be made in accordance with RTCA DO-186B.			
12.4	All radios shall be supplied complete with the following for a complete working solution: <ul style="list-style-type: none"> • Microphone; • External Speaker; • Cables; • Fusing; • Mounting Hardware; • Coaxial Cable; • Antennas; • Installation Services. 			
12.5	All radios shall contain the following features: <ul style="list-style-type: none"> • Operation on USA Aviation Communications Band (118.00-136.992 MHz); • A120 only - Both 12- and 24-volt systems compatible; • A120 only - 8.33 kHz and 25 kHz channel spacing; • PC programming capability. 			
12.6	Service Providers shall provide proof of being an authorized reseller of these types of radios.			

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ACCESSORIES				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
13.1	Service Providers shall provide pricing for all optional OEM accessories, including the following at a minimum:			
13.2	Cables: <ul style="list-style-type: none"> • Data Cables; • Extension Cables; • Adapters; • Power Cables; • Programming Cables. 			
13.3	Antennas			
13.4	External Speakers			
13.5	Public Address Kits			
13.6	Desktop Microphone (Control Stations Only)			
13.7	All proposed accessories shall be Original Equipment Manufacturer (OEM) and must be accompanied by a compatible mobile radio or control station in the Service Provider's proposal.			

DETAILED EQUIPMENT SPECIFICATIONS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
14.1	Service Providers shall provide detailed equipment specifications for all proposed mobile radios, control stations, and accessories, including the following information:			
14.2	Radio Dimensions			
14.3	Radio Weight			
14.4	Antenna Type			
14.5	Frequency Channel Capacity			
14.6	General features, transmit/receive parameters, and mechanical specifications.			

3.4. Pricing.

Regardless of exceptions taken, Service Providers shall provide fixed pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars rounded to the nearest quarter of a dollar. A pricing worksheet is provided in Section 6, Form 4 to assist you.

The Lead Public Agency is requesting a fixed percentage discount from the Manufacturer's/Retail List Price (list price less discount) included in the Service Provider's most current full line catalog for the items not included on the pricing worksheet. Service Provider's shall provide a copy of their current full line catalog with list pricing or access to a website containing the full line catalog with list pricing. Pricing under this contract shall include all shipping and handling, delivery, vendor markup/profit, and storage. No other charges will be allowed.

To obtain a copy of the pricing worksheet in Excel format, please email David Tate at dtate@charlottenc.gov. Pricing worksheets must be submitted in Excel format on a compact disc or flash drive.

No catalog items can be excluded from the quoted list price less discounts based on gross profit floors, vendor costs, sourcing methods, or changing market conditions.

Discounts shall be firm for the life of the contract. Prices shall be firm for the entire three (3) year initial term of the contract. The prices shall also remain firm during the two (2) one-year renewal option terms unless the Lead Public Agency approves a price adjustment in writing. To request a price adjustment, the Service Provider shall submit in writing to the City of Charlotte Procurement Management division any proposed price adjustments for review. Price increases will only be considered for legitimate, bona fide increases in the cost of materials. The Service Provider shall provide a comparison of previous year prices and proposed new prices, showing the percent (%) difference. Price increases will not be considered more than once annually.

3.4.1 Pricing Incentives and Rebates: Identify any incentives and rebates offered based on volume, or other criteria on pricing worksheet in Section 6, Form 4.

3.5. Administrative Fees.

The Service Provider(s) shall pay the City a minimum of one (1) percent quarterly administrative fee based on overall CCPA Program spend by the City 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 Service Provider to set the Administrative Fee on Section 6, Form 4.

3.6. Customer Service.

The City is very focused on Customer Service with a philosophy to provide all customers with quality services in a manner that is courteous, responsive, accessible, and seamless. The Services will be delivered with patience, understanding, good will, and without regard to our own convenience. The selected Service Provider will be expected to use these guidelines in developing the Proposed Solution:

- Accessible, courteous, responsive and seamless customer service is of highest priority for the City.
- Accessible service means that citizens have easy access to the organization.

- Seamless customer service means that a customer gets good service no matter who is responsible.
- Responsible customer service means that our employees know what they are doing; that information they give is accurate; that they have a good understanding of how to get problems and decisions made; that they are trained and evaluated for the jobs they are doing.
- Customer Service goals must be measurable and regularly evaluated.
- Continuous improvements in customer service must be made in order to make City services accessible, responsive and as seamless as possible.

3.7. Reporting Requirements.

3.7.1 Project Reporting Requirements.

The Service Provider shall provide written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in this Scope of Services.

3.7.2 Environmental Reporting Requirements.

The Service Provider shall furnish quarterly usage reports showing a summary of the ordering and/or history of each City department for the previous quarter to the Finance Office - Procurement Management. The report must show at minimum, description and total quantity of each item ordered during the period, reporting period, City agency, and total dollars per agency. The City reserves the right to request additional information, if required, when reviewing contract activity.

3.7.3 CCPA Quarterly Usage Reports.

Service Providers must have the ability to provide an itemized usage report to include but not limited to agency name, product description, product number, quantities, unit of measure, unit cost, purchase date and total cost.

3.8. City Hardware/Software Standards and Preferences.

The City has a number of standards and preferences regarding implementation of new hardware and software. Proposed solutions must adhere to these in the cases where defined standards apply (noted next to the technology categories below) or where specific technology needs are noted in an RFP requirements section. In the remaining cases, adherence is preferred, but not required. Standards documentation for any technology category can be provided upon request. Implementation of any new hardware or software should require minimal changes to existing City systems. It is preferred that new software use architectures (e.g. database and reporting solutions) building upon or compliant with those already implemented at the City. Similarly, where System integration is required, new software installation should include the implementation of these interfaces and the Service Provider should identify means of minimizing any changes to the systems being interfaced with. The following table provides a summary of the City's current technology environment.

Section 3 Scope of Services

Technology Category	Current Architecture Summary	Target Architecture (where different)
Telephony		
Telephony	AT&T Centrex Service / Cisco / Nortel / GetAbby IVR	Cisco
Call Recording System (standards apply)	Eventide / Verint / Cisco	Verint / Cisco
Networking		
Network Hardware (standards apply)	Cisco Systems Hardware and Software including all portions of their Borderless Networking, Collaboration, Data Center and Virtualization product lines	
Multiple Domains	Any technology the City adopts must work within a multiple domain environment, including the ability to distinguish between users with the same username in multiple domains.	
Network Communication Protocol (standards apply)	IP, current protocol is IPv4, but new equipment should support IPv6	New technologies should support both IPv4 and IPv6
Wi-Fi	Wi-Fi enabled systems should support 802.11a,b,g, and n protocols , AES 256 bit encryption, PEAP and MS-CHAPv2 authentication New Access point equipment should support Cisco CAPWAP architecture, IEEE 802.11i	
Load Balancing	F5	
Data Center		
Server Hardware	HP Proliant series, Dell, Sun	HP Proliant Series
Server Operating Systems (standards apply)	Windows Server 2008 and above, Red Hat 5 and above, Solaris 10 and above, HP-UX 11 and above	Windows Server 2012
Virtual Operating Environments (standards apply)	VMWare, Microsoft App-V, Citrix XenApp/ XenDesktop	All servers will be VMWare, where possible
Storage	HP, Pillar & EMC Isilon SAN / NAS storage,	HP
Backup Software	Symantec Netbackup 7.5, EMC Avamar 6, EMC Data Domain	EMC Avamar 6
Backup Hardware	Oracle/SUN/StorageTek SL-500 library, Spectralogic T-50, HP ESL9326	EMC Avamar / Data Domain
Data		
Database Systems (standards apply)	Oracle Database Server 11g and above, MS SQL Server 2008 and above	SQL 2014 Oracle 12

Section 3 Scope of Services

Technology Category	Current Architecture Summary	Target Architecture (where different)
ETL/Data Mapping Services/Data Warehousing	SQL Server Integration Services, SQL Server Analysis Services, BizTalk 2010, WhereScape RED	
Business Intelligence / Data Visualization Reporting Services	Tableau, Excel, Microsoft SQL Reporting	
Reporting Services	Third-party products such as Business Objects / Crystal, COGNOS, Oracle Reports, and Microsoft SQL Server Reporting Services (SSRS) are supported for application-specific reporting.	SQL Server Reporting Services
Application Servers	.NET Framework, Oracle WebLogic	.NET Framework 4.5.2
Application		
Web Servers	Microsoft Internet Information Services (IIS) v7.x and 8.x	IIS 8.x
Application Languages	MS VB.NET, ASP.NET, C#.NET, PL/SQL, JSP, JavaScript, and Java J2EE are among the City's development toolsets in use.	VB.NET, C#.NET, JavaScript
Desktop Operating System (<i>standards apply</i>)	Windows 7, Windows 8 (on Microsoft Surface Only)	
Application Client (<i>standards apply</i>)	Client operating systems may include Windows 7 and above. Browser clients should support Microsoft Internet Explorer Version 11 and above. If an actual client installation is required, it must be tested by the City to confirm that it does not conflict with other existing desktop components.	Browser-based implementation is preferred
Portal Services	Microsoft Office SharePoint Services	
GIS Platform (<i>standards apply</i>)	The City's Geospatial Platform is based on ESRI's ArcGIS technology. All spatial databases should be compatible with the City's implementation of the ESRI Geodatabase. Web-based GIS tools, components or extended custom functionality should use ArcGIS Server	
E-mail Services (<i>standards apply</i>)	The City uses Microsoft Exchange with the Microsoft Outlook e-mail client.	
Business Productivity (<i>standards apply</i>)	MS Office 2010	
Scanning software	Kofax 10	
Data Protection		

Section 3

Scope of Services

Technology Category	Current Architecture Summary	Target Architecture (where different)
Security	Security Access to the Software must be restricted by assigning user credentials to authorized users. Enterprise authentication services are provided by Active Directory. All data should be encrypted during transmission and data defined as restricted in the City's Restricted Data Policy should be encrypted at rest.	
Endpoint Security	McAfee VirusScan Enterprise 8.8 McAfee Host Intrusion Prevention 8.0	

3.9. Service Oriented Architecture.

The City is implementing a Service Oriented Architecture and prefers new technologies that apply the following Service Oriented Architecture elements:

- The System groups functionality around business processes and provides access to this functionality via interoperable services;
- Supplied services are engineered to improve System agility and to be generic and reusable;
- Disparate System components share related data to ensure consistency;
- Web services delivered as part of a COTS application *should* adhere to City's SOA Standards and Development Guidelines (*available upon request*); and
- Web services *developed* for the City of Charlotte as part of any engagement *must* adhere to City's SOA Standards and Development Guidelines (*available upon request*).

3.10. Security Requirements.

The City of Charlotte is committed to protecting its information resources from accidental or intentional intrusion. To accomplish this, the City will require Information Security features be included with software/hardware purchases, (e.g. access permissions, encryption for restricted data and data that passes from trusted to untrusted networks (FTP, RDP, telnet, etc), common authentication (Active Directory)). Please describe the security capabilities of the proposed technology, and your company's security procedures to include handling of electronic data, hard copy information, and employee security. If the software/hardware will process credit cards, please include PCI and PA-DSS compliance letters. Specific Information Security procedures and standards can be supplied upon request.

3.11. Support and Maintenance.

The Service Provider will be requested to provide the City the following Support and Maintenance Services:

- Prevention and Correction of Software Defects;
- Prevention and Correction of Hardware Defects;
- Software Updates and Enhancements;
- Compliance with laws;
- Training and Documentation for Major Updates and Enhancements;
- Reporting of Defects;
- Telephone Support
- Remote Support

- Onsite Support;
- Change Control Procedures;
- Severity Levels, Response Times, and Resolution Times;
- Phone Logs; and
- Technical Records.

3.12. Representations and Warranties.

The Service Provider represents, warrants and covenants that:

- 3.12.1 The Services shall satisfy all requirements set forth in the Agreement, including but not limited to the attached Exhibits;
- 3.12.2 All work performed by the Service Provider and/or its subcontractors pursuant to the Agreement shall meet highest industry standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 3.12.3 Neither the Services, nor any Software or Hardware provided by the Company under the Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
- 3.12.4 The Service Provider shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines in providing the Products and Services, and shall obtain all necessary permits and licenses;
- 3.12.5 The Service Provider has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under the Agreement by virtue of interruptions in the computer systems used by the Company; and

3.13. Background Checks.

Prior to starting work under the Agreement, the Service Provider is required to conduct a background check on each Service Provider employee assigned to work under the Agreement, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under the Agreement (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven years; and (b) a reference check.

After starting work under the Agreement, the Service Provider shall be required to, on an annual basis, perform a Background Check for each Service Provider employee assigned to work under the Agreement during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Service Provider undertakes a new project under the Agreement, then prior to commencing performance of the project the Service Provider shall perform a Background Check for each Service Provider employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.

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

- If the job duties require driving: A motor vehicle records check.

- If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.

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

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

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

3.14. Vendor Registration.

The City is pleased at your interest in doing business with the City of Charlotte and appreciates the opportunity to provide you with information regarding procurement protocols. The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Service Providers. To assist you in familiarizing yourself with procurement at the City, please follow the link below to the "How to Business with the City of Charlotte" booklet:

<http://www.charmeck.org/city/charlotte/nbs/ed/SBO/Documents/HTDBbooklet.pdf>

Once you have had an opportunity to review the information above, you will need to register as a vendor with the City of Charlotte-Mecklenburg County. Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as a Small Business Enterprise (SBE) or a Minority and Woman-Owned Business Enterprise (MWBE). The link below will provide you with the opportunity to complete your registration on-line with the City.

<https://cityvendors.charmeck.org>

3.15. Length of Relationship.

The City expects to establish a long-term relationship with its Radios and Communication Equipment Service Provider in order to permit costs and fees to be distributed properly over a sufficient time period. For purposes of this RFP and the Service Provider's Proposal, assume an initial term of three (3) years, with the City having an option to renew for two (2) additional consecutive one- (1) year terms thereafter.

4. PROPOSAL FORMAT.

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Service Provider's preference, the City requires strict adherence to the format. The Proposal will be in the format described below:

- a. Cover letter;
- b. Proposed Solution;
- c. Proposed Alternate in Lieu of Specified Brand (if applicable);
- d. The "Addenda Receipt Confirmation" set forth in Section 6, Form 2;
- e. The "Proposal Submission" set forth in Section 6, Form 3;
- f. The "Pricing Worksheet" set forth in Section 6, Form 4;
- g. The "Proposal Certification" set forth in Section 6, Form 5;
- h. The "MWBE Compliance" set forth in Section 6, Form 6;
- i. The "Background and Experience" set forth in Section 6, Form 7;
- j. The "References" set forth in Section 6, Form 8;
- k. The "E-Verify Certification" set forth in Section 6, Form 9;
- l. CCPA Plan; and
- m. Exceptions to the Remainder of the RFP, including the Sample Contract in Section 7;
- n. Full Line Product Catalog with List Pricing.

All Proposals shall be 8 1/2" x 11" format with all standard text no smaller than eleven (11) points. All submissions should use one-sided copying and be professionally bound with tab dividers corresponding to the content requirements specified below.

Proposals must also include three (3) CDs or flash drives including the entire Proposal in a searchable format such as MS Word or Adobe Acrobat.

Service Providers are required to organize the information requested in this RFP in accordance with the format outlined. Failure of the Service Provider to organize the information required by this RFP as outlined may result in the City, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP. The Service Provider, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.

4.1. Proposal Content.

4.1.1. Cover Letter.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Service Provider as outlined in Section 1.7.3. The cover letter shall provide the name, address, telephone and facsimile numbers of the Service Provider along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Service Provider's understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.

Each Service Provider shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: **"The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes**

all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.”

4.1.2. Proposed Solution.

Given the purpose of this project and the City's goals as stated in this RFP, provide a creative solution to meet such goals. Following is a framework and questions to guide your organization's suggested solution. Please address the following as completely as possible. **If you wish to add supplemental information, it shall be labeled “Supplemental Information.”**

4.1.2.1 Process.

What steps will your organization take to ensure that the transition or implementation for the Project runs smoothly?

4.1.2.2 Transition Plan.

The Company shall prepare and submit to the City for approval a comprehensive and detailed Transition Plan, which describes in detail all tasks and resources associated with the transition of Radios and Communication Equipment to the Company (the “Transition Plan”) with minimum disruption to the City's operations. The Transition Plan is subject to the terms set forth in Section 7 of this RFP.

4.1.2.3 Client Relationship Management.

Describe the communications scheme that your organization will use to keep the City informed about the progress of the Project.

4.1.2.4 Risk Management.

Describe the risks associated with this contract. What contingencies have been built in to mitigate those risks?

4.1.2.5 Pricing.

The City is requesting firm fixed price Agreement for three (3) years plus pricing for contract extensions. Pricing **MUST** include all aspects of the Project. Please refer to Section 6, Form 4 for a pricing worksheet to assist you.

4.1.3. Proposed Alternate in Lieu of Specified Brand

Service Providers that desire to submit a proposed alternate Product in lieu of a brand specified in Section 3 of this RFP (referred to as an “Alternate”) must include the following with their Proposal:

4.1.3.1. A written statement identifying the manufacturer, brand name, make and, if applicable, style number.

4.1.3.2. Any descriptive literature such as illustrations, drawing or data that are necessary for the City to make a comparison with the brand specified for that item listed in Section 3.

4.1.3.3. Certified test reports (if applicable) by an independent laboratory attesting that the proposed Alternate is equal to or better than the specified brand with respect to the applicable specifications for which certified test reports are required.

Section 4 Proposal Format

Failure to comply with each of the above requirements with respect to a proposed Alternate Product shall result in the City rejecting the Alternate as an acceptable “or equal” for the brand specified in Section 3.

- 4.1.4. Required Forms.
To be deemed responsive to this RFP, Service Providers must complete in detail, all Proposal Forms listed in this Section 4, items numbered d through k.
- 4.1.5. CCPA Plan.
 - 4.1.5.1. Proposals must include in detail how the Service Provider plans to service all Participating Public Agencies as it relates to the CCPA. Currently the CCPA has approximately 225 registered Participating Public Agencies in California, Georgia, Michigan, North Carolina, South Carolina, Tennessee, Virginia and West Virginia. Please address the following in your Proposal as **CCPA Plan**:
 - A. Ability to provide the Services to any Participating Public Agencies in the contiguous forty-eight (48) states and the ability to deliver the Services in Alaska and Hawaii; and
 - B. Address if the Service Provider has a national sales force, dealer network or distributor with the ability to serve Participating Public Agencies in all fifty (50) states.
 - 4.1.5.2. Proposals must include in detail how the Service Provider will monitor and report all spend by the City and Participating Public Agencies to the City for auditing purposes as **CCPA Plan**.
 - 4.1.5.3. The City will post all awarded contracts on the CCPA website, along with the respective vendor information. Please address the following in your Proposal in the **CCPA Plan**:
 - A. Whether your company will allow the City to utilize your organization’s logo on the CCPA website;
 - B. Whether your company is willing to advertise the CCPA logo and website on your organization’s website; and
 - C. Detail how you plan to market the resulting Contract.
- 4.1.6. Exceptions to the RFP.
Exceptions must be submitted in accordance with Section 1.6.18 of this RFP. If exceptions are not identified in your Proposal they may not be considered during Agreement negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Agreement before your Company can sign, reviews must be completed before your Proposal is submitted.
- 4.1.7. Full Line Product Catalog with List Pricing.
Proposals shall include a copy of the Service Provider’s full line catalog with list pricing or access to a website with the full line catalog and list pricing.

5. PROPOSAL EVALUATION CRITERIA.

Proposals will be evaluated based on the Service Provider's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Service Provider to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Service Provider's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Services and requested herein. Failure of any Service Provider to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the City based on, but not limited to, the criteria below. The City reserves the right to modify the evaluation criteria or waive portions thereof. Proposals will be evaluated on the following major categories:

- a. Qualifications, Experience and Approach;
- b. Cost Effectiveness and Value;
- c. Testing of Samples and Evaluations, and
- d. Acceptance of the Terms of the Agreement.

5.1. Qualifications, Experience and Approach.

Service Providers will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the City's, and the feasibility of the Service Provider's approach for the provision of the Services.

5.2. Cost Effectiveness and Value.

Under this criterion, Proposals will be compared in terms of the most reasonable, and or most effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services and administration of the Agreement.

5.3. Testing of Samples and Evaluations.

Service Providers may be required to submit two (2) sample units of specific Groups of radios being proposed. Service Providers may also be requested to come onsite to the City for programming and/or demonstration purposes. The testing of samples and evaluation process shall be conducted for an estimated three (3) weeks from when proposal are due in accordance with the proposals submission date outlined in Section 2.1. Samples shall be provided at no cost to the City during the evaluation period. The City shall be the sole judge in determining the product acceptability. Once evaluations are complete, the City will return each sample to the Service Provider.

5.4. Acceptance of the Terms of the Agreement.

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided in Section 7. Regardless of exceptions taken, Service Providers shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Section 1.6.18 of this RFP.

Section 6
Required Forms – Form One

REQUIRED FORM 1 - REQUEST FOR PROPOSALS ACKNOWLEDGEMENT

RFP # 269-2016-019

RADIOS AND COMMUNICATION EQUIPMENT

The Service Provider hereby certifies receipt of the Request for Proposals for the City of Charlotte, North Carolina RFP #269-2016-019, Radios and Communication Equipment. This form should be completed upon receipt of the City's Request for Proposals and faxed in time for the City to receive it by or before **DECEMBER 30, 2015**. Please fax the completed Request for Proposals Acknowledgement Form to the attention of:

David Tate
Finance Office - Procurement Management
Fax: 704-632-8520

Date: _____

Authorized Signature: _____

Title:

Company Name:

Contact Name: _____

Contact E-mail address: _____

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

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

Indicate number of attendees: _____

_____ **We do not plan to attend the Pre-Proposal Conference but plan on submitting a Proposal**

_____ **We do not plan to attend the Pre-Proposal Conference and do not plan on submitting a Proposal**

Please assist the City in understanding why your company has chosen not to participate:

Section 6
Required Forms – Form Two

REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION

RFP # 269-2016-019

RADIOS AND COMMUNICATION EQUIPMENT

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to www.ips.state.nc.us.

ADDENDUM #:

**DATE ADDENDUM
DOWNLOADED FROM NC IPS:**

I certify that this proposal complies with the General and Specific Specifications and conditions issued by the City except as clearly marked in the attached copy.

(Please Print Name)

Date

Authorized Signature

Title

Company Name

Section 6
Required Forms – Form Three

REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM

RFP # 269-2016-019

RADIOS AND COMMUNICATION EQUIPMENT

This Proposal is submitted by:

Service Provider Name: _____

Representative (printed): _____

Representative (*signed*): _____

Address: _____

City/State/Zip: _____

Email address: _____

Telephone: _____

(Area Code) Telephone Number

Facsimile: _____

(Area Code) Fax Number

It is understood by the Service Provider that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this RFP. Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

Service Provider

Date

Authorized Signature

Please type or print name

Section 6
Required Forms – Form Four

REQUIRED FORM 4 - PRICING WORKSHEET

RFP # 269-2016-019

RADIOS AND COMMUNICATION EQUIPMENT

Regardless of exceptions taken, Service Providers shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. **If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs that the City will be responsible for.**

SEE ATTACHED PRICING SHEET. SERVICE PROVIDERS MAY REQUEST THE PRICING SHEET IN EXCEL FORMAT VIA EMAIL TO DAVID TATE AT DTATE@CHARLOTTENC.GOV.

PRICING SHALL BE SUBMITTED IN HARD COPY AND EXCEL FORMATS ON A COMPACT DISK OR FLASH DRIVE.

All items shall be delivered within ten (10) business days of when a purchase order is issued by the City. The delivery schedule of all items shall remain in effect unless mutually agreed upon in writing by the City and the Service Provider.

For all items not included in this form or that may be added during the term of the Contract, including but not limited to additional radios and OEM accessories, the City requires a fixed percentage discount from the Service Provider's most recent pricing list. Service Providers shall indicate their fixed percentage discount below.

Administrative Fees: Per Section 3.6., the Service Provider shall pay the City of Charlotte an Administrative Fee of ___% (minimum of 1%) based on all City 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 Service Provider to set the Administrative Fee.

Pricing Incentives and Rebates: Service Providers shall identify any incentives and rebates offered based on volume, dollar amounts, or other criteria:

REBATE DESCRIPTION	AMOUNT / PERCENTAGE

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

Radios and Communication Equipment
RFP 269-2016-019
Section 6 Required Form 4 - Pricing Worksheet
Portable Radios

GROUP 1 - PORTABLE RADIOS		Brand of Equipment:			
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
1.1	Group 1				
Accessories					
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
1.2	Programming Cable				
1.3	Antenna				
1.4	Battery				
1.5	Battery Charger (Single Bay)				
1.6	Battery Charger (Multiple Bay)				
1.7	Battery Charger (Vehicular)				
1.8	Remote Speaker Microphone				
1.9	Remote Speaker Microphone with Antenna				
1.10	Headset (Wired)				
1.11	Headset (Wireless/Bluetooth)				
1.12	Carry Case				
1.13	Belt Clip				
1.14	Multiband VHF: 136-174 MHz				
1.15	Multiband UHF: 380-520 MHz				
1.16	Multiband 700/800 MHz: 762-870 MHz				
1.17	Additional: _____				
1.18	Additional: _____				
1.19	Additional: _____				
1.20	Additional: _____				
1.21	Additional: _____				
<p>For all items not included in this form or that may be added during the term of the Contract, including but not limited to additional radios and OEM accessories, the City requires a fixed percentage discount from the Service Provider's most recent pricing list. Service Providers shall indicate their fixed percentage discount below.</p>					
PERCENT DISCOUNT FROM LIST					
Group 1 Portable Radios				_____ %	
Group 1 Portable Radios - OEM Accessories				_____ %	

Radios and Communication Equipment
RFP 269-2016-019
Section 6 Required Form 4 - Pricing Worksheet
Portable Radios

GROUP 2 - PORTABLE RADIOS		Brand of Equipment:			
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
2.1	Group 2				
Accessories					
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
2.2	Programming Cable				
2.3	Antenna				
2.4	Battery				
2.5	Battery Charger (Single Bay)				
2.6	Battery Charger (Multiple Bay)				
2.7	Battery Charger (Vehicular)				
2.8	Remote Speaker Microphone				
2.9	Remote Speaker Microphone with Antenna				
2.10	Headset (Wired)				
2.11	Headset (Wireless/Bluetooth)				
2.12	Carry Case				
2.13	Belt Clip				
2.14	Multiband VHF: 136-174 MHz				
2.15	Multiband UHF: 380-520 MHz				
2.16	Multiband 700/800 MHz: 762-870 MHz				
2.17	Additional: _____				
2.18	Additional: _____				
2.19	Additional: _____				
2.20	Additional: _____				
2.21	Additional: _____				
GROUP 2 - FEATURES AND OPTIONS					
Required Options					
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
2.22	P25 9600 Baud Trunking				
Recommended Options					
2.23	ADP Encryption				
<p>For all items not included in this form or that may be added during the term of the Contract, including but not limited to additional radios and OEM accessories, the City requires a fixed percentage discount from the Service Provider's most recent pricing list. Service Providers shall indicate their fixed percentage discount below.</p>					
PERCENT DISCOUNT FROM LIST					
Group 2 Portable Radios			_____ %		
Group 2 Portable Radios - OEM Accessories			_____ %		

Radios and Communication Equipment
RFP 269-2016-019
Section 6 Required Form 4 - Pricing Worksheet
Portable Radios

GROUP 3 - PORTABLE RADIOS		Brand of Equipment:			
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
3.1	Group 3				
Accessories					
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
3.2	Programming Cable				
3.3	Antenna				
3.4	Battery				
3.5	Battery Charger (Single Bay)				
3.6	Battery Charger (Multiple Bay)				
3.7	Battery Charger (Vehicular)				
3.8	Remote Speaker Microphone				
3.9	Remote Speaker Microphone with Antenna				
3.10	Headset (Wired)				
3.11	Headset (Wireless/Bluetooth)				
3.12	Carry Case				
3.13	Belt Clip				
3.14	Multiband VHF: 136-174 MHz				
3.15	Multiband UHF: 380-520 MHz				
3.16	Multiband 700/800 MHz: 762-870 MHz				
3.17	Additional: _____				
3.18	Additional: _____				
3.19	Additional: _____				
3.20	Additional: _____				
3.21	Additional: _____				
GROUP 3 - FEATURES AND OPTIONS					
Required Options					
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
3.22	SmartZone Operation				
3.23	P25 9600 Baud Trunking				
Recommended Options					
3.24	ADP Encryption				
3.25	Integrated Voice & Data (IV&D)				
3.26	Integrated GPS				
3.27	Advanced System Key (ASK)				
3.28	Radio Authentication				
3.29	Programming Over P25 (OTAP)				
3.30	Bluetooth				
3.31	Smart Battery Charging System				
<p>For all items not included in this form or that may be added during the term of the Contract, including but not limited to additional radios and OEM accessories, the City requires a fixed percentage discount from the Service Provider's most recent pricing list. Service Providers shall indicate their fixed percentage discount below.</p>					
PERCENT DISCOUNT FROM LIST					
Group 3 Portable Radios			_____ %		
Group 3 Portable Radios - OEM Accessories			_____ %		

Radios and Communication Equipment
RFP 269-2016-019
Section 6 Required Form 4 - Pricing Worksheet
Portable Radios

GROUP 4 PORTABLE RADIOS - MOTOTRBO 7000 SERIES		Brand of Equipment:			
MotoTrbo XPR 7380					
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
4.1	MotoTrbo XPR 7380				
Accessories					
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
4.2	IMPRES Hi-Cap Li-ion 2150 mAH Battery (PMNN4409)				
4.3	Slim IMPRES Li-ion 1500 mAH Battery (PMNN4407)				
4.4	IMPRES Hi-Cap Li-ion FM 2300 mAH Battery (NNTN8129)				
4.5	Programming Cable				
4.6	Antenna				
4.7	Battery Charger (Single Bay)				
4.8	Battery Charger (Multiple Bay)				
4.9	Battery Charger (Vehicular)				
4.10	Remote Speaker Microphone				
4.11	Remote Speaker Microphone with Antenna				
4.12	Headset (Wired)				
4.13	Headset (Wireless/Bluetooth)				
4.14	Carry Case				
4.15	Belt Clip				
4.16	Additional: _____				
4.17	Additional: _____				
4.18	Additional: _____				
4.19	Additional: _____				
4.20	Additional: _____				

Radios and Communication Equipment
RFP 269-2016-019
Section 6 Required Form 4 - Pricing Worksheet
Portable Radios

MotoTrbo XPR 7580

Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
4.21	MotoTrbo XPR 7580				

Accessories

Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
4.22	IMPRES Hi-Cap Li-ion 2150 mAH Battery (PMNN4409)				
4.23	Slim IMPRES Li-ion 1500 mAH Battery (PMNN4407)				
4.24	IMPRES Hi-Cap Li-ion FM 2300 mAH Battery (NNTN8129)				
4.25	Programming Cable				
4.26	Antenna				
4.27	Battery Charger (Single Bay)				
4.28	Battery Charger (Multiple Bay)				
4.29	Battery Charger (Vehicular)				
4.30	Remote Speaker Microphone				
4.31	Remote Speaker Microphone with Antenna				
4.32	Headset (Wired)				
4.33	Headset (Wireless/Bluetooth)				
4.34	Carry Case				
4.35	Belt Clip				
4.36	Additional: _____				
4.37	Additional: _____				
4.38	Additional: _____				
4.39	Additional: _____				
4.40	Additional: _____				

For all items not included in this form or that may be added during the term of the Contract, including but not limited to additional radios and OEM accessories, the City requires a fixed percentage discount from the Service Provider's most recent pricing list. Service Providers shall indicate their fixed percentage discount below.

PERCENT DISCOUNT FROM LIST

Group 4 Portable Radios	_____ %
Group 4 Portable Radios - OEM Accessories	_____ %

Radios and Communication Equipment
RFP 269-2016-019
Section 6 Required Form 4 - Pricing Worksheet
Portable Radios

GROUP 5 PORTABLE RADIOS - ICOM A14S		Brand of Equipment:			
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
5.1	ICOM A14S				
Accessories					
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
5.2	Programming Cable				
5.3	Antenna				
5.4	Battery				
5.5	Battery Charger (Single Bay)				
5.6	Battery Charger (Multiple Bay)				
5.7	Battery Charger (Vehicular)				
5.8	Remote Speaker Microphone				
5.9	Remote Speaker Microphone with Antenna				
5.10	Headset (Wired)				
5.11	Headset (Wireless/Bluetooth)				
5.12	Carry Case				
5.13	Belt Clip				
5.14	Additional: _____				
5.15	Additional: _____				
5.16	Additional: _____				
5.17	Additional: _____				
5.18	Additional: _____				
For all items not included in this form or that may be added during the term of the Contract, including but not limited to additional radios and OEM accessories, the City requires a fixed percentage discount from the Service Provider's most recent pricing list. Service Providers shall indicate their fixed percentage discount below.					
PERCENT DISCOUNT FROM LIST					
Group 5 Portable Radios				_____ %	
Group 5 Portable Radios - OEM Accessories				_____ %	

Radios and Communication Equipment
RFP 269-2016-019
Section 6 Required Form 4 - Pricing Worksheet
Mobile Radios

GROUP 6 - MOBILE RADIOS/CONTROL STATIONS		Brand of Equipment:			
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
6.1	Group 6 - Dash Mounted				
6.2	Group 6 - Remote Mounted				
6.3	Group 6 - Control Station				
Accessories					
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
6.4	Data Cable				
6.5	Extension Cable				
6.6	Adaptor				
6.7	Power Cable				
6.8	Programming Cable				
6.9	Antenna				
6.10	External Speaker				
6.11	Public Address Kit				
6.12	Desktop Microphone (Control Station only)				
6.13	Multiband VHF: 136-174 MHz				
6.14	Multiband UHF: 380-520 MHz				
6.15	Multiband 700/800 MHz: 762-870 MHz				
6.16	Additional: _____				
6.17	Additional: _____				
6.18	Additional: _____				
6.19	Additional: _____				
6.20	Additional: _____				
<p>For all items not included in this form or that may be added during the term of the Contract, including but not limited to additional radios and OEM accessories, the City requires a fixed percentage discount from the Service Provider's most recent pricing list. Service Providers shall indicate their fixed percentage discount below.</p>					
PERCENT DISCOUNT FROM LIST					
Group 6 Mobile Radios/Control Stations				_____ %	
Group 6 Mobile Radios/Control Stations - OEM Accessories				_____ %	

Radios and Communication Equipment
RFP 269-2016-019
Section 6 Required Form 4 - Pricing Worksheet
Mobile Radios

GROUP 7 - MOBILE RADIOS/CONTROL STATIONS		Brand of Equipment:			
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
7.1	Group 7 - Dash Mounted				
7.2	Group 7 - Remote Mounted				
7.3	Group 7 - Control Station				
Accessories					
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
7.4	Data Cable				
7.5	Extension Cable				
7.6	Adaptor				
7.7	Power Cable				
7.8	Programming Cable				
7.9	Antenna				
7.10	External Speaker				
7.11	Public Address Kit				
7.12	Desktop Microphone (Control Station only)				
7.13	Multiband VHF: 136-174 MHz				
7.14	Multiband UHF: 380-520 MHz				
7.15	Multiband 700/800 MHz: 762-870 MHz				
7.16	Additional: _____				
7.17	Additional: _____				
7.18	Additional: _____				
7.19	Additional: _____				
7.20	Additional: _____				
GROUP 7 - FEATURES AND OPTIONS					
Required Options					
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
7.21	P25 9600 Baud Trunking				
Recommended Options					
7.22	ADP Encryption				
<p>For all items not included in this form or that may be added during the term of the Contract, including but not limited to additional radios and OEM accessories, the City requires a fixed percentage discount from the Service Provider's most recent pricing list. Service Providers shall indicate their fixed percentage discount below.</p>					
PERCENT DISCOUNT FROM LIST					
Group 7 Mobile Radios/Control Stations			_____ %		
Group 7 Mobile Radios/Control Stations - OEM Accessories			_____ %		

Radios and Communication Equipment
RFP 269-2016-019
Section 6 Required Form 4 - Pricing Worksheet
Mobile Radios

GROUP 8 - MOBILE RADIOS/CONTROL STATIONS		Brand of Equipment:			
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
8.1	Group 8 - Dash Mounted				
8.2	Group 8 - Remote Mounted				
8.3	Group 8 - Control Station				
Accessories					
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
8.4	Data Cable				
8.5	Extension Cable				
8.6	Adaptor				
8.7	Power Cable				
8.8	Programming Cable				
8.9	Antenna				
8.10	External Speaker				
8.11	Public Address Kit				
8.12	Desktop Microphone (Control Station only)				
8.13	Multiband VHF: 136-174 MHz				
8.14	Multiband UHF: 380-520 MHz				
8.15	Multiband 700/800 MHz: 762-870 MHz				
8.16	Additional: _____				
8.17	Additional: _____				
8.18	Additional: _____				
8.19	Additional: _____				
8.20	Additional: _____				
GROUP 8 - FEATURES AND OPTIONS					
Required Options					
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
8.21	SmartZone Operation				
8.22	P25 9600 Baud Trunking				
Recommended Options					
8.23	ADP Encryption				
8.24	Integrated Voice & Data (IV&D)				
8.25	Advanced System Key (ASK)				
8.26	Radio Authentication				
8.27	Programming Over P25 (OTAP)				
8.28	Bluetooth				
<p>For all items not included in this form or that may be added during the term of the Contract, including but not limited to additional radios and OEM accessories, the City requires a fixed percentage discount from the Service Provider's most recent pricing list. Service Providers shall indicate their fixed percentage discount below.</p>					
PERCENT DISCOUNT FROM LIST					
Group 8 Mobile Radios/Control Stations			_____ %		
Group 8 Mobile Radios/Control Stations - OEM Accessories			_____ %		

Radios and Communication Equipment
RFP 269-2016-019
Section 6 Required Form 4 - Pricing Worksheet
Mobile Radios

GROUP 9 - MOTOTRBO 5000 SERIES MOBILE RADIOS	Brand of Equipment: _____
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MotoTrbo XPR 5580

Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
9.1	MotoTrbo XPR 5580				

Accessories

Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
9.2	Data Cable				
9.3	Extension Cable				
9.4	Adaptor				
9.5	Power Cable				
9.6	Programming Cable				
9.7	Antenna				
9.8	External Speaker				
9.9	Public Address Kit				
9.10	Additional: _____				
9.11	Additional: _____				
9.12	Additional: _____				
9.13	Additional: _____				
9.14	Additional: _____				

MotoTrbo XPR 5380

Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
9.15	MotoTrbo XPR 5380				

Accessories

Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
9.16	Data Cable				
9.17	Extension Cable				
9.18	Adaptor				
9.19	Power Cable				
9.20	Programming Cable				
9.21	Antenna				
9.22	External Speaker				
9.23	Public Address Kit				
9.24	Additional: _____				
9.25	Additional: _____				
9.26	Additional: _____				
9.27	Additional: _____				
9.28	Additional: _____				
9.29	Additional: _____				

For all items not included in this form or that may be added during the term of the Contract, including but not limited to additional radios and OEM accessories, the City requires a fixed percentage discount from the Service Provider's most recent pricing list. Service Providers shall indicate their fixed percentage discount below.

PERCENT DISCOUNT FROM LIST	
Group 9 MotoTrbo XPR 5580 Mobile Radios	_____ %
Group 9 MotoTrbo XPR 5580 Mobile Radios - OEM Accessories	_____ %

Radios and Communication Equipment
RFP 269-2016-019
Section 6 Required Form 4 - Pricing Worksheet
Mobile Radios

GROUP 10 - ICOM MOBILE RADIOS		Brand of Equipment:			
ICOM A120					
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
10.1	ICOM A120				
Accessories					
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
10.2	Data Cable				
10.3	Extension Cable				
10.4	Adaptor				
10.5	Power Cable				
10.6	Programming Cable				
10.7	Antenna				
10.8	External Speaker				
10.9	Public Address Kit				
10.10	Additional: _____				
10.11	Additional: _____				
10.12	Additional: _____				
10.13	Additional: _____				
10.14	Additional: _____				
ICOM A210					
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
10.15	ICOM A210				
Accessories					
Item	Description	Model #	MFG Part #	Vendor Part #	Unit Price Initial Term
10.16	Data Cable				
10.17	Extension Cable				
10.18	Adaptor				
10.19	Power Cable				
10.20	Programming Cable				
10.21	Antenna				
10.22	External Speaker				
10.23	Public Address Kit				
10.24	Additional: _____				
10.25	Additional: _____				
10.26	Additional: _____				
10.27	Additional: _____				
10.28	Additional: _____				
<p>For all items not included in this form or that may be added during the term of the Contract, including but not limited to additional radios and OEM accessories, the City requires a fixed percentage discount from the Service Provider's most recent pricing list. Service Providers shall indicate their fixed percentage discount below.</p>					
PERCENT DISCOUNT FROM LIST					
Group 10 ICOM A120 Mobile Radios			_____ %		
Group 10 ICOM A120 Mobile Radios - OEM Accessories			_____ %		

Section 6
Required Forms – Form Five

REQUIRED FORM 5 - PROPOSAL CERTIFICATION

RFP # 269-2016-019

AGREEMENT TITLE: **Radios and Communication Equipment**

SERVICE PROVIDER: _____

The undersigned Service Provider hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the Service Provider has considered all proposals submitted from qualified, potential subcontractors and suppliers; and has not engaged in or condoned prohibited discrimination.
2. For purposes of this section, *prohibited discrimination* means discrimination against any person, business or other entity in contracting or purchasing practices on the basis of race, color, sex, or national origin. Without limiting the foregoing, *prohibited discrimination* also includes retaliating against any person, business or other entity for reporting any incident of prohibited discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid submitted by the Bidder on this project and to terminate any contract awarded based on such bid.
4. As a condition of contracting with the City, the Service Provider agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Service Provider further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Service Provider or terminate any contract awarded on such bid.

NAME OF FIRM

BY: _____
SIGNATURE OF AUTHORIZED OFFICIAL

TITLE

Section 6
Required Forms – Form Six

REQUIRED FORM 6 – M/W/SBE COMPLIANCE

RFP # 269-2016-019

RADIOS AND COMMUNICATION EQUIPMENT

M/W/SBE PROGRAM COMPLIANCE IN THE PURCHASE OF COMMODITIES AND SERVICES: The aspirational goals for M/W/SBE participation on this project are set at ___% for all minority groups inclusive, ___% WBE and ___% SBE*. Set goals are based on Mecklenburg County's portion only.

*Note: M/W/SBE groups are defined as follows: BBE: Black Business Enterprise; NBE: Native American Business Enterprise; ABE: Asian Business Enterprise; HBE: Hispanic Business Enterprise; WBE: Women Business Enterprise; and SBE: Small Business Enterprise.

Do you customarily subcontract portions of your Agreements and projects with the County?
_____ Yes _____ No

Do you intend to subcontract portions of this Agreement?
_____ Yes _____ No

List any services in this proposal for which you could seek quotes from minority/women owned or small businesses.

1. _____
2. _____
3. _____

M/W/SBE UTILIZATION COMMITMENT

We, _____, do certify that on
(Service Provider)

_____,
(Project) (Agreement Amount)

We will expend a minimum of _____% of the total dollar amount of the Agreement with Minority Business Enterprises, _____% with Women's Business Enterprises and _____% with Small Business Enterprises.

Section 6
Required Forms – Form Six

Name of Company	BBE NBE ABE HBE WBE SBE	Description of Work	Dollar Value

A list of County certified M/W/SBE bidders available to offer quotes and prices as subcontractors is available on the Internet at <http://smallbiz.charmeck.org>. If you need additional firms, which offer other services, or if you have any questions concerning the M/W/SBE provision, contact the M/W/SBE office at 704-432-4504.

The County reserves the right to request verification of these payments.

The County's Minority, Women, & Small Business Enterprise Program (revised June 15, 2005) is hereby incorporated into these Specifications by reference.

The undersigned hereby certifies that the bidder has read the terms of this compliance and is authorized to bind the firm to the information herein set forth.

Date: _____

Name of Company

Name, Title and Signature

Proposed Product or Service

Total Dollar Amount Bid

Section 6
Required Forms – Form Seven

REQUIRED FORM 7 – SERVICE PROVIDER’S BACKGROUND RESPONSE

RFP # 269-2016-019

RADIOS AND COMMUNICATION EQUIPMENT

Service Providers should complete and submit the form below as part of their response to this RFP.

Service Provider Background	
Question	Response
Service Provider Identification	
Service Provider Name (Official Name)	
Service Provider Location (corporate headquarters)	
Service Provider Experience	
Years of Experience:	
<i># of years in business:</i>	
<i># of years providing public sector Radios and Communication Equipment services:</i>	
Customer Base:	
<i># of public sector clients</i>	
<i># Of public sector clients using the services being proposed.</i>	
<i># of clients that are municipalities/counties</i>	
<i>Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization)</i>	
Market Focus:	
<i>Identify industries and public sector market segments served</i>	
Terminated Projects:	
<i>List any terminated projects. Please disclose the jurisdiction and explain the reason for the termination.</i>	
Litigation:	

Section 6
Required Forms – Form Seven

<i>List any litigation that you have been involved with during the past two (2) years on Radios and Communication Equipment implementations.</i>	
Organization Size	
# of Employees:	
<i>If Service Provider is a subsidiary, identify # of employees in proposing company/division.</i>	
Financial Information:	
<i>If Service Provider is a subsidiary, identify revenues of proposing company/division</i>	
Corporate Notes	
Ownership:	
<i>Privately held? Publicly traded? Parent Company?</i>	
Certified Partnerships:	
<i>Identify any certifications held by your firm if you are implementing or reselling another firm's products. Include how long the partnership or certification has been effect.</i>	
Additional Narrative Response	
Background and Experience:	
<i>Provide an overview and history of your company.</i>	
<i>Describe your total organization, including any parent companies, subsidiaries, affiliates and other related entities.</i>	
<i>Describe the ownership structure of your organization, including any significant or controlling equity holders.</i>	
<i>Provide a management organization chart of your overall organization, showing director and officer positions and names and the reporting structure.</i>	

Section 6
Required Forms – Form Seven

<i>Describe any organizational changes such as divestitures, acquisitions, or spin-offs involving your Radios and Communication Equipment business segments that have occurred in the latest two (2) years or are anticipated in the future. Include all appropriate organizational charts.</i>	
<i>Detail how long the company has been providing Radios and Communication Equipment to local governments and include information regarding experience with similar Radios and Communication Equipment projects as described in Section 4.</i>	
Personnel Management:	
<i>Describe the key individuals, along with their qualifications, professional certifications and experience that would comprise your organization’s team for providing Services to the City.</i>	
<i>Identify the extent, if any, of Small Business Enterprise participation in this Project.</i>	
<i>Explain how your organization ensures that personnel performing technical support services are qualified and proficient.</i>	
<i>Please provide information regarding the level of staffing at your organization’s facilities, as well as the level of staffing at subcontractors’ facilities, if known.</i>	

Section 6
Required Forms – Form Eight

REQUIRED FORM 8 – REFERENCES

RFP # 269-2016-019

RADIOS AND COMMUNICATION EQUIPMENT

REFERENCE 1:

Name of Client: _____ Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Phone: _____ E-mail address: _____

Service Dates: _____ Software Program/Version: _____

Summary & Scope of Project and List of Modules/Functionality Implemented: _____

Operating Budget: \$ _____ Number of Employees: _____

REFERENCE 2:

Name of Client: _____ Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Phone: _____ E-mail address: _____

Service Dates: _____ Software Program/Version: _____

Summary & Scope of Project and List of Modules/Functionality Implemented: _____

Operating Budget: \$ _____ Number of Employees: _____

Section 6
Required Forms – Form Eight

REFERENCE 3:

Name of Client: _____ Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Phone: _____ E-mail address: _____

Service Dates: _____ Software Program/Version: _____

Summary & Scope of Project and List of Modules/Functionality Implemented: _____

Operating Budget: \$ _____ Number of Employees: _____

REFERENCE 4:

Name of Client: _____ Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Phone: _____ E-mail address: _____

Service Dates: _____ Software Program/Version: _____

Summary & Scope of Project and List of Modules/Functionality Implemented: _____

Operating Budget: \$ _____ Number of Employees: _____

Section 6
Required Forms – Form Eight

REFERENCE 5:

Name of Client: _____ Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Phone: _____ E-mail address: _____

Service Dates: _____ Software Program/Version: _____

Summary & Scope of Project and List of Modules/Functionality Implemented: _____

Operating Budget: \$ _____ Number of Employees: _____

REQUIRED FORM 9 – E-VERIFY CERTIFICATION

RFP # 269-2016-019

RADIOS AND COMMUNICATION EQUIPMENT

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").

- i. 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.

- ii. 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.

- iii. 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: _____

EXHIBIT A – SAMPLE CITY CONTRACT

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**CONTRACT FOR RADIOS AND
COMMUNICATION EQUIPMENT**

This Contract for Radios and Communication Equipment (the “Contract”) is entered into as of this ____ day of _____, 2016 (the “Effective Date”), by and between [Company Name], a [State of Incorporation] corporation doing business in North Carolina (the “Company”), and the City of Charlotte, North Carolina (the “Lead Public Agency”).

Statement of Background and Intent

- A. The Lead Public Agency sent out an Request for Proposals for Radios and Communication Equipment, 269-2016-019 dated December 11, 2015 requesting bids from qualified suppliers to provide the Lead Public Agency with fully functional Radios and Communication Equipment per Lead Public Agency requirements. This RFP, together with all attachments and amendments, is referred to herein as the “RFP”.
- B. In response to the RFP, the Company submitted to the Lead Public Agency a proposal dated _____ __, 2015. This proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the “Proposal.”
- C. The Lead Public Agency and the Company now desire to enter into an arrangement for the Company to supply, install, customize, configure, test, commission and maintain Radios and Communication Equipment and services for the Lead Public Agency, all in accordance with the terms and conditions set forth herein.
- D. The Lead Public Agency competitively solicited and awarded this Contract to the Company on behalf of all government agencies and nonprofit organizations that elect to access this Contract (herein “Participating Public Agencies”) through the Charlotte Cooperative Purchasing Alliance (“CCPA”). The Participating Public Agencies include without limitation local governments, special districts, school districts, private K-12 school, technical and vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private). CCPA as the administrative and marketing conduit for the distribution of this Contract to Participating Public Agencies.
- E. The Lead Public Agency awarded this contract on _____ __, 2016 to Company to provide Radios and Communication Equipment 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. EXHIBITS.** The following Exhibits and Appendices are attached to this Contract and incorporated into and made a part of this Contract by reference:

- Exhibit A: Price Schedule and List of Products and Services
- Exhibit B: Software License
- Exhibit C: Specifications and Requirements
- Exhibit D: CCPA Administrative Fees and Reporting
- Exhibit E: Master Intergovernmental Cooperative Purchasing Agreement

Exhibit F:	Confidentiality Agreement
Exhibit G:	Company Background Check Policy
Exhibit H:	Subcontractor Background Check Policy
Exhibit I:	Warranty

Each reference to this 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. Each reference to Company 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. **“Acceptance”** means acceptance by the Lead Public Agency or a Participating Public Agency of the Products and/or Services as provided in Section 24 of this Contract.
- 2.2. **“Affiliates”** means all departments or units of the Lead Public Agency and all other governmental units, towns, boards, committees or municipalities for which the Lead Public Agency processes data or performs services that involve the Products and Services specified herein.
- 2.3. **“CCPA”** means the Charlotte Cooperative Purchasing Alliance.
- 2.4. **“City”** means the City of Charlotte, North Carolina.
- 2.5. **“CLT Aviation”** means the City of Charlotte-Douglas International Airport.
- 2.6. **“Company Software”** shall be used interchangeably to mean all pre-existing software owned by the Company or any of its Related Entities which the Company provides or is required to provide under this Contract, and all New Releases and New Versions of the foregoing.
- 2.7. **“Current Release”** means the latest version of the Software offered for general commercial distribution at a given point in time, including all New Releases.
- 2.8. **“Customizations”** means all newly-developed Software created by the Company and/or its subcontractors pursuant to this Contract, including but not limited to all interfaces between different components and between the Products and other products or systems. Customizations will not include New Releases and New Versions that become part of the Company Software.
- 2.9. **“Defect”** means any failure of the Products or Services or any component thereof to fully conform to the Specifications and Requirements. A non-conformity is not a Defect if it results directly from the Lead Public Agency’s or Participating Public Agency’s improper use or damage, unless it is reasonably likely that such non-conformity would have occurred on that or another occasion even without the Lead Public Agency’s or Participating Public Agency’s improper use or damage.
- 2.10. **“Defective”** means containing a Defect.
- 2.11. **“Documentation”** means all written, electronic, or recorded works, that describe the use, functions, features, or purpose of the Products or Services or any component thereof, and which are published or provided to the Lead Public Agency or a Participating Public Agency by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the Products or Services.
- 2.12. **“Effective Date”** means the date stated in the first sentence of this Contract.
- 2.13. **“Embedded Software”** means Software that is embedded within a Company Product and is intended for use only with that Product, such as the Software within an End User Device.

- 2.14. **“FCC”** means the Federal Communications Commission.
- 2.15. **“Hardware”** means all hardware, equipment and materials that the Company actually provides or is required to provide under the terms of this Contract (whether now or in the future).
- 2.16. **“ICOM”** means ICOM America, Inc.
- 2.17. **“Lead Public Agency”** means the Charlotte-Mecklenburg Procurement Management Division.
- 2.18. **“License”** means the license agreement.
- 2.19. **“Motorola MotoTrbo”** means the MotoTrbo product line of two-way radios by Motorola Solutions, Inc.
- 2.20. **“New Version”** means any Products, parts of Products, improvements, additions or materials not included in the Products as of the Effective Date that significantly modify the Products to provide a function or feature not originally offered or an improvement in function. New Versions are typically identified by a new version number that changes the number left of the decimal point. For example, a change from Version 5.0 to Version 6.0 would likely represent a New Version.
- 2.21. **“New Release”** means any change issued by the Company or its subcontractors to the Products or the Documentation that is not a New Version. New Releases are typically identified by changing the number to the right of the decimal point (e.g., going from Version 5.1 to 5.2).
- 2.22. **“Non-Company Software”** means all software included within the Products or required for it to function in full compliance with the Specifications and Requirements and Requirements that is provided by the Company under this Contract and was not manufactured, developed or otherwise created by the Company, any Related Entity of the Company, or any of the Company’s subcontractors.
- 2.23. **“Open Source Software”** means software with either freely obtainable source code, license for modification, or permission for free distribution. Also called “freeware” or “shareware.”
- 2.24. **“Participating Public Agency”** means any 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 that elects to participate in this Contract through the CCPA.
- 2.25. **“Project”** refers to the project for the Company to supply, install, configure, test, commission and maintain the Products for the Lead Public Agency or any Participating Public Agency in accordance with the terms and conditions in this Contract.
- 2.26. **“Products”** means all Software and all Hardware (both as herein defined).
- 2.27. **“Radios and Communication Equipment”** means end user equipment and/or devices which shall be meet the Specifications and Requirements and Requirements specified in this Contract. Radios and Communication Equipment are also referred to as “User Equipment” or “UE”.
- 2.28. **“Related Entity”** means any person or entity that is directly or indirectly in control of, controlled by, or under common control with the Company, including but not limited to any parent, subsidiary, and affiliate entities. The word, “control,” as used in this context, shall mean ownership of a sufficient percentage (not necessarily a majority) of the outstanding voting interests in an entity so as to afford effective control of the management of the entity.

- 2.29. **“Services”** means all services that the Company provides or is required to provide under this Contract, including but not limited to, any development, supply, installation, consulting, Products and Services integration, project management, training, technical and any implementation and maintenance services that the parties may agree to through purchase orders.
- 2.30. **“Software”** means: (i) all Company Software; (ii) all Customizations; (iii) all Non-Company Software; and (iv) all New Releases and New Versions of any of the foregoing.
- 2.31. **“Software License”** means the license agreement attached to this Contract as **Exhibit B**.
- 2.32. **“Specifications and Requirements”** means all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Products or Services which are set forth or referenced in: (i) the main body of this Contract; (ii) Exhibits to this Contract; (iii) the Documentation; and (iv) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Products or the Services. Any conflict between the provisions referenced in subparts (i), (ii), (iii), or (iv) of this definition shall be resolved in the order of priority in which they are listed; provided, however, that the Lead Public Agency or a Participating Public Agency may, at its option, disregard the order of listing to resolve any such conflicts in a manner that takes advantage of new or enhanced functionality or features.

3. REGULATORY REQUIREMENTS. At the time of delivery of each Product, the Company will at the Company’s expense ensure that the Product is in compliance with federal and state regulations and requirements that have been issued as of the delivery date. Likewise, if any federal or state requirements have been issued as of the delivery date of a Product require the Lead Public Agency or a Participating Public Agency to impose obligations upon the Company, the Company will accept and deliver upon such obligation at the Company’s expense. After delivery of a Product, the Company will within a reasonable time achieve compliance with any new federal or state regulations and requirements that may be issued with respect to such Product, provided that the Company may require the user agency to pay a reasonable share of the cost of compliance.

4. TERM. The initial term of this Contract will be for three (3) years from the Effective Date. The Lead Public Agency shall have the option to renew for two (2) additional one-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

5. AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.

5.1. The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the Lead Public Agency and Participating Public Agencies. Except as set forth **Exhibit A**, the prices set forth in **Exhibit A** constitute all charges payable by the Lead Public Agency for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the Lead Public Agency on site at the Lead Public Agency’s facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the Lead Public Agency.

5.2. **Placement of Orders:** All orders will be placed by personnel designated by the Lead Public Agency or a Participating Public Agency 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 authorization method by the Lead Public Agency or the applicable Participating Public Agency.

6. QUANTITIES. The Lead Public Agency and Participating Public Agencies will issue purchase orders for quantities of Products as needed during the term of the Contract. The Lead Public Agency and Participating Public Agencies reserve the right to purchase Products and Services according to

actual need and do not guarantee quantities. Any quantities listed in this Contract 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.

7. **OPTIONS AND ACCESSORIES.** The Lead Public Agency and Participating Public Agencies may in their discretion purchase from the Company options and accessories beyond what is called for in **Exhibit A**, provided that such purchase does not violate applicable federal, state or local procurement requirements.
8. **DOCUMENTATION.** The Company will provide for all Products purchased under this Contract written or electronic documentation that is complete and accurate, and sufficient to enable Lead Public Agency and Participating Public Agency employees with ordinary skills and experience to utilize such Products for the purpose for which the Lead Public Agency or Participating Public Agency is acquiring them.
9. **COMPENSATION.** The Lead Public Agency and Participating Public Agencies shall pay the Company for the Products and Services delivered in compliance with the Specifications and Requirements at the fixed percentage discounts set forth in **Exhibit A** as applied to the Manufacturer's /Retail List Price (list price less discount) included in the Company's most current full line catalog for the Products set forth in **Exhibit A**. The Company's Manufacturer's Retail List prices for the Products as of the Effective Date are set forth in **Exhibit A**. The Company shall not be entitled to charge the Lead Public Agency or Participating Public Agencies any prices, fees or other amounts that are not listed in **Exhibit A**.

10. PRICE ADJUSTMENT.

10.1. The price(s) stated in this Contract shall not increase for the entire three (3) year term of the Contract. The prices shall also not increase during the two (2), one-year renewal option terms unless the Lead Public Agency approves a price adjustment in writing in accordance with the following terms:

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

10.1.2. To obtain approval for a price increase, the Company 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 proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

10.1.3. No proposed price increase shall be valid unless accepted by the Lead Public Agency in writing. The Lead Public Agency may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the Lead Public Agency's sole discretion. The Company shall provide a comparison of previous year prices and proposed new prices, showing the percent (%) difference. If the Lead Public Agency rejects such price increase, the Company shall continue performance of the Contract. Price increases will not be considered more than once annually.

- 10.1.4. If the Lead Public Agency 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 Lead Public Agency 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 Lead Public Agency in writing if the market factors on which the Lead Public Agency granted the increase change such that the Lead Public Agency's reasons for granting the increase longer apply.
- 10.2. If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the Lead Public Agency with prompt written notice of all decreases in unit prices.
- 10.3. If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of **Exhibit A**. The Lead Public Agency 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 Lead Public Agency may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the Lead Public Agency, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the Lead Public Agency's operating environment and is of equivalent or better quality to the Lead Public Agency. Any substitution will be reflected in a written signed change order.
- 11. BILLING.** Each invoice sent by the Company to the City of Charlotte 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 City of Charlotte invoices using one of the following options:
- 11.1 Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov. Company shall not mail invoices that have been sent via e-mail.
- 11.2 Option 2 – Mail one copy of each invoice to:
- City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: Innovation & Technology

The Company shall send invoices to other Participating Public Agencies in a manner mutually agreeable to the Company and the Participating Public Agency. Payment shall be due within thirty (30) days after the Lead Public Agency's or Participating Public Agency's receipt of an accurate, properly submitted invoice, and (b) any other information reasonably requested by the Lead Public Agency or a Participating Public Agency to verify the charges contained in the invoice. Notwithstanding the forgoing, the Company shall only invoice for Products and Services that have been delivered and completed, and absent a milestone payment plan agreed upon in writing by the agency making payment, no payment shall be due earlier than ten (10) days after Acceptance of the applicable Product or Service. Invoices must include state and local sales tax. Invoices must include the item number, description, unit cost, quantity and extended price, and contract or purchase order number of each item purchased. All freight charges are included in the prices listed in **Exhibit A**. Title and risk of loss to Hardware will pass to Lead Public Agency or Participating Public Agency upon delivery. Title to Software will not pass at any time. Company will pack and ship all Products in accordance with good commercial practices.

The Company waives the right to charge the Lead Public Agency or a Participating Public Agency for Products or Services that have not been invoiced to the Lead Public Agency or Participating Public Agency within ninety (90) days after such Products or Services were delivered.

12. ADMINISTRATIVE FEE. The Company shall pay the Lead Public Agency a quarterly administrative fee in the amount of ____ % of all amounts paid by the Lead Public Agency and Participating Public Agencies under this Contract. The Company shall pay the administrative fee to the Lead Public Agency 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.

13. GENERAL WARRANTIES. Company represents and warrants that:

- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the State of [State of Incorporation], and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
- 13.4 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;
- 13.5 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
- 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES

14.1 Company represents warrants and covenants that:

- 14.1.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits; and
- 14.1.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 14.1.3 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
- 14.1.4 The Company shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines in providing the Products and the Services, and shall obtain all necessary permits and licenses.

14.2 **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 material defects in material and workmanship for the lifetime of the Product; merchantable and in full conformity with the Specifications and Requirements set forth in this Contract, industry standards and Company's descriptions, representations and samples. The Company shall administer the warranty on the Lead Public Agency's or Participating Public Agency's behalf, and shall ensure that the manufacturer repairs or replaces at no charge to the Lead Public Agency or Participating Public Agencies all Products that violate either the above warranty or the applicable manufacturer's warranty.

14.2.1 The Company shall provide the Lead Public Agency or Participating Public Agency with two (2) copies of the manufacturer's written warranty for each item of equipment.

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

15. MULTIPLE CONTRACT AWARDS. This Contract is not exclusive. The Lead Public Agency reserves the right to award multiple contracts for the Products and Services required by this Contract if the Lead Public Agency deems multiple Contracts to be in the Lead Public Agency's best interest.

16. 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 Lead Public Agency, 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 Lead Public Agency and each of the Lead Public Agency's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

17. 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. DELIVERY TIME. Company shall make every effort to ship radios and communication equipment within a reasonably requested delivery date. Standard subscriber radio delivery time is approximately ten (10) business days. Notwithstanding the foregoing, if Company cannot meet a delivery date requested in a Lead Public Agency or Participating Public Agency purchase order, Company will notify the Lead Public Agency or Participating Public Agency within ten (10) days after receipt of the order and propose an alternative delivery date. Upon receipt of such notice, the Lead Public Agency or Participating Public Agency will have ten (10) days to cancel the order. If the Lead Public Agency or Participating Public Agency fails to cancel the order within such ten (10) day period, the order shall go into effect and the Company shall be bound by the alternative delivery date it proposed. Unless Company notifies the Lead Public Agency or Participating Public Agency that it cannot meet a requested delivery date within ten (10) days after receipt of the Lead Public Agency or Participating Public Agency's purchase order, Company shall be bound by the delivery date requested. The delivery date that the Company becomes bound to under this **Section 18** is referred to in this Contract as the "Binding Delivery Date."

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

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

20. DESIGN AND/OR MANUFACTURER REQUIREMENT. All Products and Services shall meet the Specifications and Requirements, including those set forth in **Exhibit C** of this Contract.

21. INSPECTION AT COMPANY’S SITE. The Lead Public Agency reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the Lead Public Agency deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and Requirements and Requirements 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 thirty (30) days written notice to the Company (except that a store may be inspected at any time during regular store hours without notice). Such inspection will be limited to only those areas relevant to the performance of the Contract and to areas Company does not consider confidential or proprietary. A Company representative must accompany Lead Public Agency’s employees at all times during any inspection.

22. PREPARATION FOR DELIVERY.

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

22.2 **Marking.** All cartons shall be clearly identified with the Lead Public Agency or Participating Public Agency purchase order number and the name of the department or key business 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).

22.3 **Shipping.** The Company shall follow all shipping instructions included in this Contract and/or a purchase order issued by the Lead Public Agency or a Participating Public Agency.

23. DELIVERY.

23.1. All Products provided under this contract must be delivered F.O.B. Destination. 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.

23.2. Deliveries to the Lead Public Agency must be made to the City of Charlotte’s IT Communications Department located at 527 Spratt Street, Charlotte, NC 28206 unless otherwise directed by the Lead Public Agency in writing.

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

- 23.4. All Participating Public Agencies will require deliveries to specific locations to be designated by the Participating Public Agencies. Company must agree to provide the same delivery terms and conditions to all Participating Public Agencies that utilize this contract through CCPA.
- 24. 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.
- 25. PERMITTING RESPONSIBILITIES.** All permits and inspections are the sole responsibility of the Company.
- 26. RIGHT TO COVER.** If the Company fails to comply with any term or condition of the Contract, and it fails to cure such default within thirty (30) days after receiving written notice from the Lead Public Agency of such failure, the Lead Public Agency or applicable Participating Public Agency 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:
- 26.1 In accordance with the terms and conditions of the Contract, subject to the 30-day right to cure, obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
- 26.2 Recover from the Company the difference between what the Lead Public Agency or applicable Participating Public Agency paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract.
- 27. RIGHT TO WITHHOLD PAYMENT.** If the Company is in breach of the Contract, the Lead Public Agency or applicable Participating Public Agency shall have the right to withhold any payments relating to the Products or Services for which the Company is in breach if the Lead Public Agency or Participating Public Agency provides prompt notice of the breach and Company fails to cure within thirty (30) days of receipt of such notice.
- 28. NO LIENS.** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
- 29. 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.
- 30. 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:
- 30.1. If such failure or delay:
- 30.1.1. could not have been prevented by reasonable precaution;
- 30.1.2. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- 30.1.3. 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.

- 30.2. 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.
- 30.3. 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 Company from performing its obligations for more than fifteen (15) days, the Lead Public Agency shall have the right to terminate the Contract by written notice to the Company.
- 30.4. Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute “Force Majeure Events” and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

31. COMMERCIAL NON-DISCRIMINATION. The Lead Public Agency 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 Lead Public Agency’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 Lead Public Agency 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 Lead Public Agency 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 Lead Public Agency all information and documentation that may be requested by the Lead Public Agency 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 Lead Public Agency 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 Lead Public Agency 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 Lead Public Agency pursuant to the Lead Public Agency’s Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the Lead Public Agency, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the Lead Public Agency from time to time on the Lead Public Agency’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 Lead Public Agency 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 Lead Public Agency contracts and other sanctions.

- 32. CONTRACT MONITORING.** The Lead Public Agency shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the Lead Public Agency deems appropriate, but not upon less than thirty (30) days written notice. Unless the Lead Public Agency elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the Lead Public Agency within thirty (30) days of notification of non-compliance. Company will not be required to disclose its confidential and proprietary information, including but not limited to cost or pricing data, except as necessary to determine that the amounts invoiced by the Company are consistent with this Contract.
- 33. REPORTING.** The Company shall provide such written reports of purchasing and expenditures as may be requested by the Lead Public Agency from time to time, including without limitation any reports described in the Specifications and Requirements.
- 34. 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 Lead Public Agency 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 Lead Public Agency's payment obligations. The Lead Public Agency 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 Lead Public Agency in excess of \$15,000 but for the audit, then the Company shall be required to reimburse the Lead Public Agency for the cost of the audit. The Company will not be required to disclose its confidential or proprietary cost and pricing data which is not disclosed to customers, except as necessary to confirm that invoicing was in compliance with this Contract.
- 35. TAXES.** The Company shall pay all applicable federal, state and local taxes which may be chargeable against the delivery of the Products or the performance of the Services.
- 36. BACKGROUND CHECKS.** The Company will comply with the Company Background Check Policy set forth in **Exhibit H** with respect to all personnel who will be working on-site at any Lead Public Agency or Participating Public Agency facility or who will have access to Confidential Information (as defined in the Confidentiality Agreement). The Company will require each of its subcontractors to comply with the Subcontractor Background Check Policy set forth in **Exhibit I** with respect to all personnel who will be working on-site at any Lead Public Agency or Participating Public Agency facility or who will have access to Confidential Information (as defined in the Confidentiality Agreement).
- 37. CUSTOMER SERVICE REPRESENTATIVE.** The Company must dedicate a Full-Time "Account Executive" for servicing this Contract. The account executive must be available by cell phone. The cell phone must be operational at all times. All communicational contact, either via phone, email, etc. must be addressed with a response within two (2) business days. The account executive must be available to attend meetings regarding Products and Services issues upon request. The account executive will be responsible for providing immediate response and quick resolution of all the service issues and complaints of Lead Public Agency and Participating Public Agency personnel. The account executive must have an in-depth knowledge of all items provided in this bid and have immediate access to manufacturers providing the Products. He or she must have the ability and authority to make decisions on behalf of their employer enabling them to provide both normal and emergency service as necessary.
- 38. COMPANY PERSONNEL REPLACEMENT.** The Company shall consult with the Lead Public Agency regarding the replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Services to the Lead Public Agency.

39. NO LIMITATIONS ON DISCLOSURE. Company agrees that the Lead Public Agency shall be able to disclose and distribute to any persons or entities, without restriction, all samples and other Products provided under in the procurement process or under the Contract.

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

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

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

The Lead Public Agency shall be included 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 Lead Public Agency for loss or damages arising from the Consultant's operations under this Contract.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been reasonably approved by the Lead Public Agency. The Company shall be required to obtain the Lead Public Agency's prior written approval as to the types and levels of insurance required of each subcontractor working under this Contract, and shall not allow a subcontractor to commence work under this Contract until such prior written approval has been obtained and such insurance procured, provided that the Lead Public Agency shall not unreasonably withhold approval.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the Lead Public Agency with proof of insurance coverage by certificates of insurance within ten (10) days of Contract execution and shall include the Lead Public Agency as an additional named insured under the commercial general liability.

All insurance certificates must include the Lead Public Agency's contract number in the description field.

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

The insurance required by this Section shall also cover any Participating Public Agencies that place orders under this Contract through the CCPA. Each Participating Public Agency shall be responsible for obtaining its own certificates of insurance to confirm such coverage.

- 41. CONFIDENTIALITY.** The parties shall comply with the Confidentiality Agreement, which is attached to this Contract as **Exhibit F** and incorporated herein by reference.

The Company will treat as confidential information all data provided by the Lead Public Agency in connection with this Contract. Lead Public Agency data processed by the Company shall remain the exclusive property of the Lead Public Agency. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the Lead Public Agency in any manner except that contemplated by this Contract.

- 42. CHARLOTTE COOPERATIVE PURCHASING ALLIANCE.** The Company acknowledges and agrees that this Contract was entered into following a procurement process through the Charlotte Cooperative Purchasing Alliance (“CCPA”), and that the terms under which other agencies participate in the CCPA are attached to this Contract as **Exhibit E**.

Except as specifically set forth herein, the terms and conditions of the Company’s Contract with the Lead Public Agency may be extended to other public entities that are, or at any time in the future become members of CCPA (“Participating Public Agencies”). Except as for the “Negotiable Provisions” as defined herein, and subject to the Lead Public Agency and the Company entering into an administrative agreement that includes a fee payable to the Lead Public Agency, Participating Public Agencies will have the right to enter into contracts with the Company at the same prices, discounts and other terms as are in the Company’s Contract with the Lead Public Agency. Participating Public Agencies may do so by executing a purchase order or other document that incorporates this Contract by reference, and identifies any additional terms and any Negotiable Provisions that do not apply.

If a Participating Public Agency decides to participate in this Contract, the Company must deal directly with that agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The Lead Public Agency acts only as the entity conducting the initial procurement, and will not be responsible for any obligations of any Participating Public Agency or of the Company in connection with matters.

The Company 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 Participating Public Agency has the option of executing a separate contract with Company to incorporate the terms and conditions set forth in this Contract. Participating Public Agencies may add terms and conditions to their proposed contract(s) with the Company to the extent allowed or required by statute, ordinances, regulations or policy. If such proposed additional terms are not acceptable to the Company, the Company may refuse to enter into a contract with such public entity.

The Lead Public Agency **shall not** be held liable for any costs or damages incurred by any other Participating Public Agency or the Company as a result of any order, contract or other arrangement entered into between that public entity and the Company.

- 43. TERMINATION.**

43.1. *WITHOUT CAUSE.* The Lead Public Agency 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 Lead Public Agency. The Lead Public Agency will pay for any Products delivered to the City of Charlotte and Services rendered to the City of Charlotte in

accordance with this Contract, up to the date of Termination, subject to the Lead Public Agency's right to return Products and Services as provided in this Contract.

43.2. **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:

43.2.1. 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

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

43.2.3. 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.

43.3. **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE LEAD PUBLIC AGENCY.** By giving written notice to the Company, the Lead Public Agency 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):

43.3.1. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or

43.3.2. 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 coverage as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

43.4. **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 Lead Public Agency, 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.

43.5. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the Lead Public Agency all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the Lead Public Agency; (b) provide the Lead Public Agency with sufficient data necessary to migrate to a new vendor, or allow the Lead Public Agency 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 Lead Public Agency all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

43.6. *NO SUSPENSION.* In the event that the Lead Public Agency or a Participating Public Agency 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.

43.7. *AUTHORITY TO TERMINATE.* The Charlotte City Manager or their designee is authorized to terminate this Contract on behalf of the Lead Public Agency.

44. NON-APPROPRIATION OF FUNDS. If the governing body of the Lead Public Agency or a Participating Public Agency does not appropriate the funding needed by the Lead Public Agency or a Participating Public Agency to make payments under this Contract for a given fiscal year, the affected agency will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated, except such agency shall pay for all Products delivered or Services rendered up to the notice of termination for non-appropriation of funds, subject to the right to return Products under this Contract. In such event, the agency 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 agency, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

45. TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the Lead Public Agency and each affected Participating Public Agency to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the Lead Public Agency or Participating Public Agency as determined by the agency in its sole discretion. The transition services that the Company shall perform if requested by the Lead Public Agency or Participating Public Agency include but are not limited to:

- 45.1 Working with the agency to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services;
- 45.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
- 45.3 Performing the transition service plan activities;
- 45.4 Answering questions regarding the products and services on an as-needed basis; and
- 45.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.

46. 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 Lead Public Agency that may arise under law or under the terms of this Contract.

47. SUBCONTRACTING. The Company shall not subcontract any of its obligations under this Contract without the Lead Public Agency's prior written consent. In the event the Lead Public Agency 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.

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

49. DRUG-FREE WORKPLACE. The Lead Public Agency 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:

- 49.1 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;
- 49.2 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;
- 49.3 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;
- 49.4 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;
- 49.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 49.6 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.

50. 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:
	David Tate
	City of Charlotte
	Procurement Management
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-5669
	Fax: 704-632-8520

	E-mail: dtate@charlottenc.gov
With Copy To:	With Copy To:
	Cindy White
	City of Charlotte
	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.

51. MISCELLANEOUS.

- 51.1 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.
- 51.2 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 Lead Public Agency may require execution by a Department Director, the Charlotte City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by the Charlotte City Council.
- 51.3 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.
- 51.4 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. Notwithstanding the foregoing, Company may assign this Contract to any of its affiliates or its right to receive payment without the prior consent of the Lead Public Agency, provided that the Company shall remain obligated for all performance obligations under this Contract and any costs or damages that may accrue. For purposes of this Section, a Change in Control, as defined in **Section 51.7** constitutes an assignment.
- 51.5 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.

- 51.6 **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.
- 51.7 **CHANGE IN CONTROL.** In the event of a change in “Control” of the Company (as defined below), the Lead Public Agency shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the Lead Public Agency 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.
- 51.8 **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 Lead Public Agency in connection with this Contract.
- 51.9 **SURVIVAL OF PROVISIONS.** Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following Sections of the Contract:
- Section 2** Definitions
 - Section 3** Regulatory Requirements
 - Section 12** Administrative Fee
 - Section 13** General Warranties
 - Section 14** Additional Representations and Warranties
 - Section 16** Indemnification
 - Section 24** Acceptance of Products/Services
 - Section 27** Right to Withhold Payments
 - Section 29** Other Remedies
 - Section 31** Commercial Non-Discrimination
 - Section 34** Audit
 - Section 41** Confidentiality
 - Section 42** Charlotte Cooperative Purchasing Alliance
 - Section 43** Termination
 - Section 45** Transition Services Upon Termination
 - Section 50** Notices
 - Section 51** Miscellaneous
- 51.10 **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 Lead Public Agency in any manner without the prior written consent of the Lead Public Agency. Notwithstanding the forgoing, the parties agree that the Company may list the Lead Public Agency as a reference in responses to requests for proposals, and may identify the Lead Public Agency as a customer in presentations to potential customers.
- 51.11 **MANUFACTURER OR DEALER ADVERTISEMENT.** No manufacturer or dealer shall advertise on Products delivered to the Lead Public Agency without prior approval by the Lead Public Agency.

Section 7
Sample City Contract

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Contract to be executed by its duly authorized representative, all as of the date first set forth above.

[COMPANY]:

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

BY: _____
(signature)

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

CITY OF CHARLOTTE
MANAGEMENT & FINANCIAL SERVICES

BY: N/A – PURCHASE ORDERS WILL BE ISSUED AS NEEDED
(Signature)

Exhibit A – PRICE SCHEDULE AND LIST OF PRODUCTS AND SERVICES

This **Exhibit A** is incorporated into and made a part of the Contract for Radios and Communication Equipment (“Contract”) between the City of Charlotte (the “Lead Public Agency”) and [Company Name] (the “Company”). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the main body of this Contract.

During the term of the Contract, the Lead Public Agency and Participating Public Agencies shall have the right to purchase and the Company shall sell to the Lead Public Agency the following Hardware, Services, and Software at the prices set forth below. All Hardware purchased pursuant to the Contract shall comply with the Specifications and Requirements, including those set forth in **Exhibit C**.

Exhibit B - LICENSE

This **Exhibit B** is incorporated into and made a part of the Contract for Radios and Communication Equipment (“Contract”) between the City of Charlotte (the “Lead Public Agency” or “Licensee”) and [Company Name] (the “Company”). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the main body of this Contract.

SECTION 1 GRANT OF LICENSE

- 1.1 Subject to the provisions of this Exhibit and the payment of applicable license fees, Company grants to Licensee a personal, limited, and non-exclusive license to use the Software, in object code form, and the Documentation, provided that Embedded Software shall be used solely in connection with Licensee's use of the Designated Products. This License does not grant any rights to source code.

SECTION 2 LIMITATIONS ON USE

- 2.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement. Notwithstanding the foregoing, Company acknowledges and agrees that: (a) Licensee operates a public safety wireless network, and is permitted to use the Software to provide service to multiple entities that provide public safety related services in the Licensee's region; and (b) Licensee is further permitted to transfer equipment with Embedded Software to other entities that use the public safety wireless network, and to allow such agencies to use Company Software to manage their device use, provided that Licensee shall have each transferee sign a transfer form to be provided by Company upon request, obligating the transferee to be bound by this Agreement. Company shall not require any payment, on the transfer form or otherwise, as a condition of such transfers.
- 2.2. Except as otherwise permitted under this License or the Confidentiality Agreement, Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Company's proprietary rights; or (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or use Embedded Software on any machine except as expressly authorized by this Agreement. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the use of the Software as authorized under this License.
- 2.3. Unless otherwise authorized by Company in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Embedded Software

on more than one unit of a Designated Product; or (ii) copy onto or transfer Embedded Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Company of the temporary transfer and identifies the device on which the Embedded Software is transferred. Temporary transfer of the Embedded Software to another device must be discontinued when the original Designated Product is returned to operation and the Embedded Software must be removed from the other device. If requested by Company in writing, Licensee must provide prompt written notice to Company at the time temporary transfer is discontinued.

SECTION 3 OWNERSHIP AND TITLE

Company, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Company or another party, or any improvements that result from Company's processes or, provision of information services). All intellectual property developed, originated, or prepared by Company in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Company, and Licensee will not have any shared development or other intellectual property rights.

SECTION 4 TERM AND TERMINATION

Licensee's right to use the Software and Documentation will begin when the Contract is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Company, unless Licensee breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the breach from Company, in which case this License and Licensee's right to use the Software and Documentation for which the City is in breach may be terminated immediately upon notice by Company.

SECTION 5 PRESERVATION OF COMPANY'S PROPRIETARY RIGHTS

Company, the third party manufacturer of any Hardware, and the copyright owner of any Non-Company Software own and retain all of their respective proprietary rights in the Hardware and Software, and nothing in this Agreement is intended to restrict their proprietary rights. All intellectual property developed, originated, or prepared by Company in connection with providing to City the Hardware, Software, or related services remain vested exclusively in Company, and this Agreement does not grant to City any shared development rights of intellectual property. Except as explicitly provided in this License, Company does not grant to City, either directly or by implication, estoppel, or otherwise, any right, title or interest in Company's proprietary rights. City will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Exhibit C – SPECIFICATIONS AND REQUIREMENTS

This **Exhibit C** is incorporated into and made a part of the Contract for Radios and Communication Equipment (“Contract”) between the City of Charlotte (the “Lead Public Agency”) and [Company Name] (the “Company”). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the main body of this Contract.

- 1. Scope of Work.** The Company shall provide Radios and Communication Equipment as set forth in the RFP in a timely manner. This shall include, but not be limited to, providing all Products and Services specified in the RFP as may be required for a period of three (3) years after the Contract effective date to all City Departments, County Departments, and other Participating Public Agencies. The Lead Public Agency at its option may extend the Contract for two (2) additional one-year extensions unless the Company objects in writing at least ninety (90) days prior to the beginning of the extension term. The Company shall agree to receive all orders from the Lead Public Agency and Participating Public Agencies and to deliver items ordered to a specified Lead Public Agency and Participating Public Agency address.

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.

- 2. Product Specifications.** Each model of radio capable of operating for the City of Charlotte shall meet the following specifications:

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2.1 Portable Radios.

GROUP 1 – PORTABLE RADIOS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
1.1	All Service Provider equipment is expected to be of high quality and intended to provide high reliability under heavy use in severe environments. Equipment must be FCC type accepted in accordance with FCC Part 90 rules and regulations.			
1.2	All Service Provider equipment shall meet MIL-STD-810 C, D, E, and F.			
1.3	All Service Provider equipment shall be software programmable.			
1.4	All Service Provider equipment shall support the following: <ul style="list-style-type: none"> • Conventional analog; • Project 25 Conventional; • Project 25 Trunked Digital Phase 1; • Upgradable to Project 25 Trunked Digital Phase 2 (TDMA); and • Digital CAI Operation. 			
1.5	Features: <ul style="list-style-type: none"> • Push-to-Talk (PTT) button; • Top-mounted on/off volume knob; • Talkgroup/channel selector; • Emergency button with protection from inadvertent activation; • Alphanumeric display (on applicable models) with a minimum of eight characters; • Transmit indicator. 			
1.6	Service Providers shall have the option to provide pricing for multiband portable radios capable of operating in the following frequency bands: <ul style="list-style-type: none"> • VHF: 136-174 MHz • UHF: 380-520 MHz • 700/800 MHz: 762-870 MHz 			

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GROUP 2 – PORTABLE RADIOS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
2.1	All Group 2 Portable Radios shall include the requirements listed in Group 1 in addition to the following:			
2.2	Certified as intrinsically safe.			
2.3	ADP Encryption option.			
2.4	Service Providers shall have the option to provide pricing for multiband portable radios capable of operating in the following frequency bands: <ul style="list-style-type: none"> • VHF: 136-174 MHz • UHF: 380-520 MHz • 700/800 MHz: 762-870 MHz 			

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GROUP 3 – PORTABLE RADIOS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
3.1	All Group 3 Portable Radios shall include the requirements listed in Group 1 and Group 2 in addition to the following:			
3.2	Over the air programming (OTAP) capable to include: <ul style="list-style-type: none"> • Integrated voice and data option; • Secure programming and seamless batch programming options; • POP25 option or equivalent. 			
3.3	Text Messaging Format capable to include: <ul style="list-style-type: none"> • Programmable quick access buttons; • Store and forward text options. 			
3.4	GPS capable to include: <ul style="list-style-type: none"> • Integration into main antenna. 			
3.5	SmartZone Operation.			
3.6	Integrated Voice & Data (IV&D) option.			
3.7	Integrated GPS option.			
3.8	Advanced System Key (ASK) option.			
3.9	Radio Authentication option.			
3.10	Programming Over P25 (OTAP) option.			
3.11	Bluetooth option.			
3.12	Smart Battery Charging System option.			
3.13	Service Providers shall have the option to provide pricing for multiband portable radios capable of operating in the following frequency bands: <ul style="list-style-type: none"> • VHF: 136-174 MHz • UHF: 380-520 MHz • 700/800 MHz: 762-870 MHz 			

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GROUP 4 - MOTOTRBO 7000 SERIES PORTABLE RADIOS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
4.1	All Group 4 Portable Radios shall be brand specific or equal for the MotoTrbo 7000 Series and for the following models: <ul style="list-style-type: none"> • XPR 7380 • XPR 7580 			
4.2	IMPRES Hi-Cap Li-ion 2150 mAH Battery (PMNN4409) or equal			
4.3	Slim IMPRES Li-ion 1500 mAH Battery (PMNN4407) or equal			
4.4	IMPRES Hi-Cap Li-ion FM 2300 mAH Battery (NNTN8129) or equal			
4.5	All radios, including “or equal” proposed radios, must be compatible with the CLT Aviation MotoTrbo Link Capacity Plus radio system.			
4.6	Service Providers shall provide proof of being an authorized reseller of these types of radios.			

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GROUP 5 - ICOM PORTABLE RADIOS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
5.1	All Group 5 Portable Radios shall be brand specific or equal for the ICOM A14S Com Series handheld radios.			
5.2	Service Providers shall provide proof of being an authorized reseller of these types of radios.			

ACCESSORIES				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
6.1	Regardless of the Group of Portable Radios, Service Providers shall provide pricing for all optional OEM accessories including the following at a minimum:			
6.2	Programming Cables;			
6.3	Antennas;			
6.4	Batteries;			
6.5	Single-bay Battery Charger			
6.6	Multiple-bay Battery Charger			
6.7	Vehicular Battery Charger			
6.8	Remote Speaker Microphone;			
6.9	Remote Speaker Microphone with Antenna;			
6.10	Wired Headset			
6.11	Wireless/Bluetooth Headset			
6.12	Carrying Cases			
6.13	Belt Clips			
6.14	All proposed accessories shall be Original Equipment Manufacturer (OEM) and must be accompanied by a compatible portable radio in the Service Provider's proposal.			

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DETAILED EQUIPMENT SPECIFICATIONS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
7.1	Service Providers shall provide detailed equipment specifications for all proposed portable radios and accessories, including the follow information:			
7.2	Radio Dimensions			
7.3	Radio Weight with Battery			
7.4	Antenna Type			
7.5	Frequency Channel Capacity			
7.6	General features, transmit/ receive parameters, and mechanical specifications			

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2.2 Mobile Radios/Control Stations

GROUP 1 - MOBILE RADIOS/CONTROL STATIONS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
8.1	All Service Provider equipment is expected to be of high quality and intended to provide high reliability under heavy use in severe environments. Equipment must be FCC type accepted in accordance with FCC Part 90 rules and regulations.			
8.2	All Service Provider equipment shall meet MIL-STD-810 C, D, E, and F.			
8.3	All Service Provider equipment shall be software programmable.			
8.4	All Service Provider equipment shall support the following: <ul style="list-style-type: none"> • Conventional analog; • Project 25 Conventional; • Project 25 Trunked Digital Phase 1; • Upgradable to Project 25 Trunked Digital Phase 2 (TDMA); and • Digital CAI Operation. 			
8.5	Mobile radios shall be supplied complete with the following for a complete working solution: <ul style="list-style-type: none"> • Microphone; • External Speaker; • Cables; • Fusing; • Mounting Hardware; • Coaxial Cable; • Antennas; • Installation Services. 			
8.6	Mobile Radios shall interface with on-board radio headset systems on vehicles as applicable.			
8.7	Control Station Radios shall be supplied with the following for a complete working solution: <ul style="list-style-type: none"> • Desk Microphone; • Speaker; • Cables; 			

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	<ul style="list-style-type: none"> • Coaxial Cable; • Antennas. 			
8.8	Service Providers shall provide pricing for dash mounted units and remote mounted units.			
8.9	Features: <ul style="list-style-type: none"> • Push-to Talk (PTT) button; • Front-mounted on/off volume knob; • Talkgroup/channel selector; • Alphanumeric display; • Transmit indicator. 			
8.10	Service Providers shall have the option to provide pricing for multiband mobile radios capable of operating in the following frequency bands: <ul style="list-style-type: none"> • VHF: 136-174 MHz • UHF: 380-520 MHz • 700/800 MHz: 762-870 MHz 			

GROUP 2 - MOBILE RADIOS/CONTROL STATIONS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
9.1	All Group 2 Mobile Radios/Control Stations shall include the requirements listed in Group 1 in addition to the following:			
9.2	Certified as intrinsically safe.			
9.3	ADP Encryption option.			
9.4	Service Providers shall have the option to provide pricing for multiband mobile radios capable of operating in the following frequency bands: <ul style="list-style-type: none"> • VHF: 136-174 MHz • UHF: 380-520 MHz • 700/800 MHz: 762-870 MHz 			

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GROUP 3 - MOBILE RADIOS/CONTROL STATIONS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
10.1	All Group 3 Mobile Radios/Control Stations shall include the requirements listed in Group 1 and Group 2 in addition to the following:			
10.2	Over the air programming (OTAP) capable to include: <ul style="list-style-type: none"> • Integrated voice and data option; • Secure programming and seamless batch programming options; • POP25 option or equivalent. 			
10.3	Text Messaging Format capable to include: <ul style="list-style-type: none"> • Programmable quick access buttons; • Store and forward text options. 			
10.4	GPS capable.			
10.5	SmartZone Operation.			
10.6	Integrated Voice & Data (IV&D) option.			
10.8	Advanced System Key (ASK) option.			
10.9	Radio Authentication option.			
10.10	Programming Over P25 (OTAP) option.			
10.11	Bluetooth option.			
10.13	Service Providers shall have the option to provide pricing for multiband mobile radios capable of operating in the following frequency bands: <ul style="list-style-type: none"> • VHF: 136-174 MHz • UHF: 380-520 MHz • 700/800 MHz: 762-870 MHz 			

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GROUP 4 - MOTOTRBO 5000 SERIES MOBILE RADIOS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
11.1	All MotoTrbo 5000 Series Mobile Radios shall be brand specific or equal for the following models: <ul style="list-style-type: none"> • XPR 5580 • XPR 5380 			
11.2	All radios shall be supplied complete with the following for a complete working solution: <ul style="list-style-type: none"> • Microphone; • External Speaker; • Cables; • Fusing; • Mounting Hardware; • Coaxial Cable; • Antennas; • Installation Services. 			
11.3	All radios, including “or equal” proposed radios, must be compatible with the CLT Aviation MotoTrbo Link Capacity Plus radio system.			
11.4	Service Providers shall provide proof of being an authorized reseller of these types of radios.			

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GROUP 5 - ICOM MOBILE RADIOS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
12.1	All ICOM Mobile Radios shall be brand specific or equal mobile vehicle mounted radios for communications to and from aircraft and/or a Federal Aviation Administration (FAA) tower in an Aviation environment for the following models: <ul style="list-style-type: none"> • A120 • A210 			
12.2	All ICOM A120 Mobile Radios shall be Federal Communications Commission (FCC) type accepted according to FCC Part 87 (aviation services) and meet applicable rules for FCC Part 87 and Part 15.			
12.3	All ICOM A210 Mobile Radios shall be made in accordance with RTCA DO-186B.			
12.4	All radios shall be supplied complete with the following for a complete working solution: <ul style="list-style-type: none"> • Microphone; • External Speaker; • Cables; • Fusing; • Mounting Hardware; • Coaxial Cable; • Antennas; • Installation Services. 			
12.5	All radios shall contain the following features: <ul style="list-style-type: none"> • Operation on USA Aviation Communications Band (118.00-136.992 MHz); • A120 only - Both 12- and 24-volt systems compatible; • A120 only - 8.33 kHz and 25 kHz channel spacing; • PC programming capability. 			
12.6	Service Providers shall provide proof of being an authorized reseller of these types of radios.			

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ACCESSORIES				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
13.1	Service Providers shall provide pricing for all optional OEM accessories, including the following at a minimum:			
13.2	Cables: <ul style="list-style-type: none"> • Data Cables; • Extension Cables; • Adapters; • Power Cables; • Programming Cables. 			
13.3	Antennas			
13.4	External Speakers			
13.5	Public Address Kits			
13.6	Desktop Microphone (Control Stations Only)			
13.7	All proposed accessories shall be Original Equipment Manufacturer (OEM) and must be accompanied by a compatible mobile radio or control station in the Service Provider's proposal.			

DETAILED EQUIPMENT SPECIFICATIONS				
SPEC #	SPECIFICATION	COMPLIANCE		
		YES	NO	EXCEPTION
14.1	Service Providers shall provide detailed equipment specifications for all proposed mobile radios, control stations, and accessories, including the following information:			
14.2	Radio Dimensions			
14.3	Radio Weight			
14.4	Antenna Type			
14.5	Frequency Channel Capacity			
14.6	General features, transmit/receive parameters, and mechanical specifications.			

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3. **Product Life.** The useful life span of all radios and communication equipment shall be a minimum of one (1) year. During their life span and under normal wear conditions, the radios and communication equipment shall maintain internal integrity, functionality and usability and other attributes as originally delivered.
4. **Delivery Personnel.** All delivery personnel of the Company may be subject to background checks at the discretion of the Lead Public Agency and Participating Public Agency. Bids shall include company policies regarding selection of personnel who will be frequenting Lead Public Agency and Participating Public Agency facilities.
5. **Company Personnel Removal or Replacement.** The Company shall consult with the Lead Public Agency regarding the replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide services to the Lead Public Agency.
6. **Applicable Laws.** The Company must be familiar with, have a working knowledge of, and comply with all federal, state, and local laws, statutes, ordinances and regulations as applicable to the service requirements of this RFP. These shall include the rules, regulations and interpretations of the North Carolina Department of Labor relative to Occupational Safety and Health Standards.

Exhibit D – CCPA ADMINISTRATIVE FEES AND REPORTING

This **Exhibit D** is incorporated into and made a part of the Contract for Radios and Communication Equipment (“Contract”) between the City of Charlotte (the “City”) and [Company Name] (the “Company”). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the main body of this Contract.

The Company shall pay to CCPA an administrative fee of _____% for all Lead Public Agency and Participating Public Agency sales volume within thirty (30) calendar days of the end of each calendar quarter set out in this Contract.

The Company shall furnish electronic quarterly usage reports showing a summary of the ordering and/or history of the Lead Public Agency and each Participating Public Agency department for the previous quarter to the Lead Public Agency within thirty (30) calendar days of the end of each calendar quarter. The report must show at minimum purchase order number, description, part number, serial number, quantity, order number, cost, order date, ship date, total quantity of each item ordered during the period and reporting period. The Lead Public Agency and Participating Public Agency reserves the right to request additional information, if required, when reviewing Contract activity.

**Exhibit E - MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

This **Exhibit E** is incorporated into and made a part of the Contract for Radio and Communication Equipment (“Contract”) between the City of Charlotte (the “City”) and [Company Name] (the “Company”). Some of the terms under which other agencies participate in the Charlotte Cooperative Purchasing Alliance appear in this **Exhibit E**.

This Charlotte Cooperative Purchasing Alliance (“CCPA”) Master Intergovernmental Cooperative Purchasing Agreement (“CCPA Master Agreement”) will allow a Participating Public Agency to purchase commodities and/or services from any and all CCPA cooperative purchasing 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 that:

1. CCPA has followed procurement procedures for Products and/or Services offered by each CCPA cooperative purchasing contract in accordance with CCPA’s governing procurement statutes and regulations.
2. The cooperative use of proposals obtained by a party to this CCPA Master Agreement shall be in accordance with the terms and conditions of the solicitation document, 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 its 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 Participating Public Agencies.
5. It is the sole responsibility of the Participating Public Agency to accept delivery of Products and/or Services, and the Participating Public Agency hereby agrees to make timely payments to each company for Products and/or Services received pursuant to a CCPA cooperative purchasing contract. Any dispute which may arise between the Participating Public Agency and the Company are to be resolved between the Participating Public Agency and a company that is a party to a CCPA contract.
6. The Contracting Agent 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 Participating Public Agency and the Company.
7. A procuring Participating Public Agency shall not use a CCPA cooperative purchasing contract as a method for obtaining additional concessions or reduced prices for similar products or services.
8. This CCPA Master 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 CCPA Master Agreement. This CCPA Master

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- Agreement shall not be altered, changed, or amended except by written revision or addendum executed by both parties.
9. This CCPA Master 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 CCPA Master 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.

Exhibit F - CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Confidentiality Agreement") is made and entered into as of this ____ day of ____, 2015 (the "Confidentiality Agreement Effective Date"), by and between the City of Charlotte, a North Carolina municipal corporation ("the City") and [Company Name], a [State of Incorporation] corporation doing business in North Carolina (the "Company")

WHEREAS, the City and Company are contemplating or have entered into certain business relationships and have exchanged and/or may need to exchange confidential information in connection with discussions of such relationships; and

WHEREAS, the City and Company desire to stipulate and agree that any disclosure of confidential information in connection with such relationships has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

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

1. **CONFIDENTIAL INFORMATION.** "Confidential Information" means any information, in any medium (whether written, oral or electronic), obtained from the City or the Company or any of their respective suppliers, contractors or licensors which falls within any of the following general categories:
 - 1.1. *Trade secrets.* For purposes of this Confidentiality Agreement, trade secrets consist of information of the City or the Company or any of their respective 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. Notwithstanding the forgoing, in order for materials in a bid or proposal submitted by the Company to be considered trade secrets, they must be submitted to the City in a separate, sealed envelope (not co-mingled with the remainder of the bid or proposal), and must have the following phrase conspicuously displayed on each page that contains trade secrets: "CONFIDENTIAL TRADE SECRET / DO NOT DISCLOSE."
 - 1.2. *Information marked "Confidential" or "Proprietary."*
 - 1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*
 - 1.4. *Any attorney / client privileged information disclosed by either party.*
 - 1.5. *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.*
 - 1.6. *Personal identifying information about individuals that the City is prohibited from disclosing by law, including:*
 - (a) Social security or employer taxpayer identification numbers.
 - (b) Driver's license (driver's license numbers are not included if the number appears on law enforcement records), State identification card, or passport numbers.

- (c) Checking account numbers.
 - (d) Savings account numbers.
 - (e) Credit card numbers.
 - (f) Debit card numbers.
 - (g) Personal Identification (PIN) Code as defined in G.S. 14-113.8(6).
 - (h) Digital signatures.
 - (i) Any other numbers or information that can be used to access a person's financial resources.
 - (j) Biometric data.
 - (k) Fingerprints.
 - (l) Passwords.
- 1.7. *The security features of the City's electronic data processing systems, information technology systems, telecommunications networks, and electronic security systems, including passwords, security standards, security logs, procedures, processes, configurations, software and codes.*
- 1.8. *Local tax records of the City that contains information about a taxpayer's income or receipts.*
- 1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 1.10. *Building plans of city-owned buildings or structures, as well as specific details of public security plans.*
- 1.11. *Billing information of customers compiled and maintained in connection with the City providing utility services.*
- 1.12. *Plans to prevent or respond to terrorist activity, including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure or information storage system(s).*
- 1.13. *Other information obtained from the City that is exempt from disclosure under the North Carolina public records laws.*

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

The parties acknowledge that Confidential Information includes information disclosed prior to execution of this Confidentiality Agreement as well as information disclosed after execution.

Notwithstanding the above, contracts between the Company and the City are not Confidential Information and will be considered public records, except for attached exhibits that: (a) meet the legal requirements for trade secrets; and (b) are clearly identified as such.

- 2. RESTRICTIONS AND REQUIREMENTS.** Each party shall comply with the following restrictions and requirements regarding Confidential Information:
- 2.1. Neither party shall copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by written agreement of the parties or by the written consent of the other party.
 - 2.2. Neither party shall, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party, other than an agent, subcontractor or

- vendor of the City or the Company who: (a) has a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and (b) has executed a confidentiality agreement incorporating substantially the form of this Confidentiality Agreement. Notwithstanding the Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted of the other to any third party without the City's prior written consent.
- 2.3. Neither party shall use any Confidential Information of the other for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Confidentiality Agreement or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - 2.4. Neither party shall remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
 - 2.5. Each party shall use reasonable efforts to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Confidentiality Agreement.
 - 2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the party upon which the demand is made shall notify the other party of the demand, and shall cooperate with and reasonably assist the other party in seeking a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
 - 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.
 - 2.8. Each party shall restrict employee access to the Confidential Information of the other party to those employees having a need to know for purposes of their jobs. For Company employees, "need to know" shall mean having a need to know in order to: (a) fulfill the Company's contractual obligations to the City, or (b) resolve a dispute with the City. For City employees, "need to know" shall mean a need to know in order to: (a) use, test, evaluate or manage services or products provided by the Company, (b) to fulfill the Company's obligations to the City, or (c) to resolve a dispute with the Company.
 - 2.9. The Company shall comply with the City's Restricted Data Policy, a copy of which is posted on the City's website, and with any instructions or procedures issued by City key business units from time to time with respect to protecting specific types of Confidential Information.
 - 2.10. Each party shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Confidentiality Agreement. 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 Confidentiality Agreement, including compliance with the City's Restricted Data Policy.
 - 2.11. The Company shall further ensure that each person who obtains access to Confidential Information through the Company (including but not limited to Company's employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to this Confidentiality Agreement and the City's Restricted Data Policy.

3. **EXCEPTIONS.** The disclosing party to this Confidentiality Agreement agrees that the receiving party (“Recipient”) shall have no obligation with respect to any Confidential Information that the Recipient can establish:
 - 3.1. was already known to Recipient prior to being disclosed by the disclosing party;
 - 3.2. was or becomes publicly known through no wrongful act of Recipient;
 - 3.3. was rightfully obtained by Recipient from a third party without similar restriction and without breach hereof
 - 3.4. was used or disclosed by Recipient with the prior written authorization of the other party;
 - 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, Recipient shall first give to the other party notice of such requirement or request;
 - 3.6. was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Recipient shall take reasonable steps to obtain an agreement or protective order providing that this Confidentiality Agreement will be applicable to all disclosures under the court order or subpoena.
4. **DATA.** The Company will treat as Confidential Information all data provided by the City or processed for the City or for citizens under this Confidentiality Agreement (including metadata). Such data 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 Contract.
5. **PUBLIC RECORDS.** Notwithstanding anything contained herein to the contrary, the parties recognize and acknowledge that the City is a subdivision of the State of North Carolina and is, therefore, subject to the North Carolina Public Records Act (the “Act”) at N.C. Gen. Stat. 132-1 *et seq.* The parties further acknowledge that any Confidential Information that is a public record under North Carolina law may be released and disclosed by the City pursuant to the Act, and that any such release or disclosure shall not in any way constitute a breach of this Confidentiality Agreement, nor shall the City be liable to the Company for such release or disclosure.

In the event the City receives a request for disclosure of Confidential Information which the Company has specifically marked “Confidential” or “Proprietary” the City shall give the Company written notice of such request (the “Notice of Request for Disclosure”). In the event the Company has a reasonable basis for contending that the disclosure of such Confidential Information is not required by the Act, the Company shall within ten days after receipt of the Notice of Request for Disclosure notify the City in writing of its objection to disclosure and the basis therefor. The Company shall indemnify, defend and hold harmless the City from and against all losses, damages, liabilities, costs, obligations and expenses (including reasonable attorneys’ fees) incurred by the City in connection with any refusal by the City to disclose Confidential Information after receiving an objection to disclosure from the Company. If the City receives no written objection from the Company within ten days after the Company’s receipt of a Notice of Request for Disclosure, the City shall disclose the Confidential Information referenced in the Notice of Request for Disclosure.

Notwithstanding the forgoing, the parties agree that the computer database information that the City is required to disclose under N.C. Gen. Stat. §132-6.1 shall not be deemed Confidential Information, and that the City shall be entitled to disclose such information without notice to the Company.

6. **REMEDIES.** Each party acknowledges that the unauthorized disclosure of the Confidential Information of the other will diminish the value of the proprietary interests therein. Accordingly, it is

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agreed that if a party breaches its obligations hereunder, the other party shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

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

For the Company:

For the City:

David Tate
Procurement Services Division
600 East Fourth Street
Charlotte, NC 28202
Phone: 704-336-5669
Fax: 704-632-8520
E-mail: dtate@charlottenc.gov

E-mail:

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice of breach or default which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective. Any notice of breach or default under this Confidentiality Agreement shall also be sent to:

For the Company

For the City

Cindy White
Office of the City Attorney
15th Floor, CMCG
600 East Fourth Street
Charlotte, N.C. 28203-2841
Phone: 704-336-3012
Fax: 704-336-6644
E-mail: cwhite@charlottenc.gov

E-mail:

8. MISCELLANEOUS

- 8.1. **ENTIRE AGREEMENT.** This Confidentiality Agreement constitutes the entire agreement between the parties with respect to protection and disclosure of the Confidential Information. There are no other representations, understandings of agreements between the parties with respect to such subject matter. On the subject matter of this Confidentiality Agreement, it supersedes all prior agreements, negotiations, representations and proposals, written or oral.
- 8.2. **AMENDMENT.** No amendment or change to this Confidentiality Agreement shall be valid unless in writing and signed by both parties to this Confidentiality Agreement.
- 8.3. **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern interpretation of this Confidentiality Agreement and all other matters relating to this Confidentiality Agreement (all without regard North Carolina conflicts of laws principles). Any and all legal actions or proceedings relating to this Confidentiality Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Confidentiality Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they

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may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

- 8.4. *BINDING NATURE AND ASSIGNMENT.* This Confidentiality Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign any rights or obligations under this Confidentiality Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
- 8.5. *SEVERABILITY.* The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Confidentiality Agreement shall not affect the validity of the remaining portion of the Confidentiality Agreement so long as the material purposes of the Confidentiality Agreement can be determined and effectuated. If any provision of this Confidentiality Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Confidentiality Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 8.6. *WAIVER.* No delay or omission by either party to exercise any right or power it has under this Confidentiality Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Confidentiality Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Confidentiality Agreement shall be effective unless in writing and signed by the party waiving the rights.
- 8.7. *COUNTERPARTS.* This Confidentiality Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.
- 8.8. *TITLES OF SECTIONS.* The section headings inserted herein are for convenience only and are not intended to be used as aids to interpretation and are not binding on the parties.

Nothing in this Confidentiality Agreement shall be deemed to eliminate or lessen any obligation either party may have at law with respect to protecting the confidentiality of Confidential Information, except as the provisions of this Confidentiality Agreement expressly authorize the release of Confidential Information.

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

[COMPANY]

CITY OF CHARLOTTE

BY: _____

BY: _____

TITLE: _____

TITLE: _____

Exhibit G – COMPANY BACKGROUND CHECK POLICY

This **Exhibit G** is incorporated by reference into the Contract for Radios and Communication Equipment (the “Contract”) between the City of Charlotte (on behalf of itself and other Participating Public Agencies) and [Company Name] (the “Company”).

The Company will conduct such background checks respect to all personnel who will be working on-site at any Lead Public Agency or Participating Public Agency facility, or who will have access to Confidential Information. The Company will conduct such background checks prior to the personnel commencing work under this Contract, 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 Lead Public Agency’s or a Participating Public Agency’s facility. Background checks will include at a minimum:

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

The Company agrees that if any personnel do not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The subcontractor will notify the Lead Public Agency or applicable Participating Public Agency 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 subcontractor shall contact the Lead Public Agency or applicable Participating Public Agency immediately.

Exhibit H – SUBCONTRACTOR BACKGROUND CHECK POLICY

This **Exhibit H** is incorporated by reference into the Contract for Radios and Communication Equipment (the “Contract”) between the City of Charlotte (on behalf of itself and other Participating Public Agencies) and [Company Name] (the “Company”).

The Company will require all subcontractors, including without limitation, [Subcontractor Name], to comply with the Background Check Policy set forth in this Exhibit with respect to all personnel who will be working on-site at any Lead Public Agency or Participating Public Agency facility or who will have access to Confidential Information.

Each subcontractor will conduct such background checks prior to the personnel commencing work under this Contract, whether as part of the subcontractor’s standard pre-employment screening practices or otherwise. The subcontractor will complete a background check on an annual basis for each person working at the Lead Public Agency’s or a Participating Public Agency’s facility. Background checks will include at a minimum:

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

The subcontractor agrees that if any personnel do not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The subcontractor will notify the Lead Public Agency or applicable Participating Public Agency 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 subcontractor shall contact the Lead Public Agency or applicable Participating Public Agency immediately.