



INVITATION TO BID

TK PBB Upgrades

[INFORMAL ITB]

Date: February 12, 2024

ITB AVIA 24-26

Subject: Invitation to Bid (ITB) for the following goods or services:

TK PBB Upgrades

****This is an informal invitation to bid****

This letter extends an invitation for the submission of a bid to supply the City of Charlotte, Aviation Department ("City" aka "CLT") with goods and services as indicated above. Bids for the above will be received via the e-bidding portal until **5:00 PM eastern standard time on February 27, 2024.**

Any changes to the terms, conditions or specifications stated in this Invitation To Bid will be documented in a written addendum, issued by CLT. These addenda will be accessible through the e-bidding portal.

CLT does not discriminate based on disability. Auxiliary aids and services, written materials in alternative formats, and reasonable modifications in policies and procedures will be provided upon request to persons with disabilities. To make a request, please email andrew.buckner@cltairport.com

All questions regarding this ITB must be directed to Drew Buckner through the e-bidding portals Q&A Board. Thank you in advance for your interest in doing business with CLT. We look forward to your participation!

Sincerely,

Drew Buckner, CPPB, NIGP-CPP

Checklist for submitting a Bid:

- Form 1, Bid Form
- Form 2, Nondiscrimination Certification
- Form 3, Confidential Information
- Form 4, Pricing

The above items constitute all that must be included in the Bid. If awarded a contract or purchase order, evidence of insurance that meets or exceeds the requirements set forth below is required.

SECTION 1: GENERAL INSTRUCTIONS

A. INTRODUCTION

The City of Charlotte ("City") is seeking bids for TK PBB Upgrades (the "Work"). A description of the Work is included below. A complete and signed Bid including forms 1-4 must be submitted through the e-bidding portal by the due date and time at <https://gateway.app.e-builder.net/app/bidders/landing?accountid=80fe0a4a-0c8f-4fcd-ac93-cc9db65522cb&projectid=5d56a1f5-a212-49cb-8b36-009b9d822b7a&bidpackageid=943981b1-73c0-4eea-acc4-8d051485a70a>.

The pricing must be submitted in the table included on the website. The forms herein must be completed and uploaded to the site by the bid due date and time.

This ITB consists of:

Section 1: General instructions, description of the Work and the special conditions that apply to this bid process and procurement; and

Section 2: The forms that a Bidder is required to complete and return as its Bid (called the "Bid Response Forms")

Please review each section carefully, including all attachments and exhibits. Bidders will be held accountable for having full knowledge of the contents of this ITB and for performing any due diligence that may be necessary to submit a binding Bid. Failure to comply with the terms, conditions and requirements of this ITB may result in disqualification of the Bidder in the sole discretion of CLT.

B. DESCRIPTION of the WORK

1. Three (3) TK 5057 bridges to be modified.
2. Mobilization per bridge
3. Operate PBB and provide a report of functionalities and deficiencies before upgrades are performed.
4. Replace complete console lid including new controls, wiring, and HMI.
5. Perform PLC replacements, including associated input and output modules, as well as programming.
6. Operate PBB, test and commission for owners use.
7. Old parts to be retained by CLT after modifications.
8. Only one bridge will be taken out of service at a time for modification.

C. AWARD CRITERIA

Lowest responsive responsible bidder

D. TERMS and CONDITIONS

1. The Work shall be subject to the terms and conditions of the City's Purchase Order.

2. The City shall be able to add or delete the quantities requested herein and add additional options and accessories as is in the best interest of the City so long as doing so does not create unfairness as to defeat the purpose of North Carolina's procurement statutes.
3. Security and Credentialing. Company acknowledges and agrees that:
 - 4.1 The City's Aviation Department has offices in the secured area of the Terminal, access to which is subject to security measures imposed by the United States ("Airport Security Program") and enforced by the Transportation Security Administration;
 - 4.2 Access to the Aviation Department, to the airfield or other secured area by Company's officers and employees shall be limited to and conditioned upon compliance with the Security Plan as it exists upon the effective date of this Contract, and as may be modified from time to time;
 - 4.3 Company's officers and employees who need regular access to the secured areas will have to apply for and qualify for security identification badges ("Security Badges") issued by the Aviation Director;
 - 4.4 Company shall company and ensure its employees comply with the Airport's Security Standards and AOA Standards, as amended from time to time, which can be found at www.cltairport.com/credentialing; and
 - 4.5 Company may also have to comply with additional project specific requirements, which if applicable, will be included in the Specifications or scope of work of this Contract; and
 - 4.6 City shall not be liable to Company for any diminution or deprivation of Company's rights hereunder on account of the inability or delay of Company or his officers or employees to obtain a Security Badge, regardless of the reason; and
 - 4.7 Pursuant to the discretion of CLT, the Company may be required designate at least two personnel as "authorized signers." The authorized signers must hold a valid CLT badge and are responsible for all required training and the completion of all required documents and process steps to secure and retain valid CLT badges for the employees and subcontractor employees. The authorized signers may need to conduct these activities at the CLT airport.
4. Each invoice sent by the Company shall reference the appropriate contract number (if applicable), purchase order (PO) number and PO line number for each item on the invoice. A PO is not required if a credit card is used to facilitate the purchase transaction. The City is not exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the services.
5. CLT reserves the right, in its sole discretion to: (1) To supplement, amend, substitute, withdraw or otherwise modify this request at any time; (2) To issue additional requests for information; (3) To require a interested company to

supplement, clarify or provide additional information in order for CLT to evaluate its submission, including without limitation, requests to provide samples of items requested herein; (4) To conduct investigations with respect to the qualifications and experience of each interested company; (5) To waive any defect or irregularity in any submission; (6) To share the submission with City and/or CLT employees or agents as deemed necessary; (7) To award all, none, or any part of the Work set forth herein to one or more interested companies as is in the best interest of CLT with or without re-solicitation; (8) To discuss and negotiate with selected company any terms and conditions in the submissions including but not limited to financial terms; (9) To enter into any agreement deemed by CLT to be in the best interest of CLT; (10) To reject any or all submissions; and (11) To re-solicit submissions using this request or a different solicitation.

6. The selected company shall provide general commercial liability and automobile insurance in an amount equal to \$1,000,000 per occurrence for work outside of the airfield fence and \$5,000,000 per occurrence for work inside of the airfield fence. Company shall also provide workers compensation as required by North Carolina law and if providing a professional service, errors and omissions insurance in amount equal to \$1,000,000 per occurrence. More details related to the insurance are set forth in the contract or purchase order. City of Charlotte, 600 East Fourth St. Charlotte, NC 28202" shall be named as an additional insured under the commercial general liability insurance for operations or services rendered.
7. The selected company ("Company") shall indemnify, defend and hold harmless the City and the City's officers, agents and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from Company's performance, or allegations thereof, under this agreement, except to the extent that the claims, losses, damages, obligations, liabilities and expenses are caused by the sole negligence of the City, or the City's officers, agents and employees. Such liabilities shall include those arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any of its subcontractors. Company shall purchase insurance, as described in Section 8 of the Contract, which shall include coverage for the contractual liability described herein. In any case in which Company provides a defense to the City pursuant to this indemnity, the defense will be provided by attorneys reasonably acceptable to the City. This provision shall survive the expiration or early termination of the agreement.
8. Changes in "Work" after acceptance via purchase order or signed contract must be in writing and agreed by both parties as evidenced by a revised purchase order or signed contract amendment.

9. All bids and supplementary material provided as part of this process will become the property of the City. Bidders are advised that all information included in the material provided is public record except for information that falls under one or more of the statutory exceptions set forth in Chapter 132 and 66-152 *et seq.* of the North Carolina General Statutes. Bidder may only designate information confidential that it, in good faith, considers a trade secret or confidential under North Carolina public records law. However, CLT reserves the right to review and make any final determination on if any material submitted is in fact protected by an exception to North Carolina's public record law. In submitting a bid, each Bidder agrees that the CLT may reveal any trade secrets or confidential information to CLT staff, consultants or third parties assisting with this ITB and resulting agreement. Where information is marked Trade Secret or confidential, Bidder agrees to indemnify, defend and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred relating to the City choosing to withhold any material based on Bidder's designation of said material as a trade secret or confidential.
10. General Civil Rights Provisions. In all its activities within the scope of its airport program, the Company agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Company and subcontractors from the bid solicitation period through the completion of the contract.
11. Civil Rights – Title VI Assurances. During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company"), agrees as follows:
 - 12.1 Compliance with Regulations: The Company (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - 12.2 Nondiscrimination: The Company, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - 12.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the

Company for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Company of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- 12.4 Information and Reports: The Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Company will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 - 12.5 Sanctions for Noncompliance: In the event of a Company's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (a) Withholding payments to the Company under the contract until the Company complies; and/or (b) cancelling, terminating, or suspending a contract, in whole or in part.
 - 12.6 Incorporation of Provisions: The Company will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Company will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Company may request the City to enter into any litigation to protect the interests of the City. In addition, the Company may request the United States to enter into the litigation to protect the interests of the United States.
12. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- 13.1 Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 13.2 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- 13.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 13.4 Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 13.5 The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- 13.6 Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 13.7 The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 13.8 Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- 13.9 The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 13.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- 13.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- 13.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

SECTION 2: BID RESPONSE FORMS

FORM 1
BID FORM

All statements contained herein must be true and correct. Any omissions or inaccuracies may result in the rejection of this Bid by CLT. Bidders should note that some responses may require separate additional sheet(s). Those responses should be appropriately marked corresponding to the question. Bidders should use as many additional sheets as necessary to completely convey the information requested.

A. EXPERIENCE

Business Entity Type: _____
State of Incorporation (if applicable): _____
Number of years in business: _____

Provide at least three (3) companies, **excluding CLT**, for which the Proposer provided substantially similar Work during the previous five (5) years.

Client Name: _____
Description of Work: _____
Dates of Service: _____
Compensation \$: _____
Name of Contact (POC): _____
POC E-Mail Address: _____
POC Telephone number: _____
Names of Key Personnel Assigned to the Work: _____

Client Name: _____
Description of Work: _____
Dates of Service: _____
Compensation \$: _____
Name of Contact (POC): _____
POC E-Mail Address: _____
POC Telephone number: _____
Names of Key Personnel Assigned to the Work: _____

Client Name: _____
Description of Work: _____
Dates of Service: _____
Compensation \$: _____
Name of Contact (POC): _____
POC E-Mail Address: _____
POC Telephone number: _____

Names of Key Personnel Assigned to the Work: _____

B. BIDDER HISTORY

Question	Yes/No	If Yes, include an explanation
Has Bidder ever been subject to claims, actions, demands, suits or other litigation (collectively litigation) brought by any airport owner/operator or others over non-payment of rent or fees, or non-performance of similar Work as that requested under this ITB?		
Does the Bidder have any past due arrearages or is the Bidder in breach of any previous or existing contract with the City?		
Has Bidder declared bankruptcy in the past ten (10) years?		
During the past ten (10) years, have any of Bidder's contracts, leases or other agreements been terminated or cancelled, either voluntarily or non-voluntarily, by another Airport owner/operator?		

The information contained in this Bid or any part thereof, including its Forms, Attachments, Exhibits and other documents and instruments delivered or to be delivered to CLT, is true, accurate, and complete. This Bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead CLT as to any material facts.

Submission of this Bid is the duly authorized official act of the Bidder and the person(s) executing this Bid. The Bidder is duly authorized and designated to bind the company to the above pricing and terms and conditions on behalf of and as of the official act of Bidder, this _____ day of _____, 20__.

Company Name: _____

Address: _____

Signature: _____

Printed Name: _____

Title: _____

Phone Number: _____

E-Mail Address: _____

FORM 2
NONDISCRIMINATION CERTIFICATION

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

1. In preparing the enclosed bid, the Bidder has considered all bids submitted from qualified, potential subconsultants and suppliers and has not engaged in discrimination as defined in Section 2.
2. For purposes of this Section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier based on race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of *discrimination*.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid submitted with this certification and terminate any contract awarded based on such bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder to any remedies allowed thereunder, including possible disqualification from participating in City contracts or solicitation processes for up to two years.
4. As a condition of contracting with the City, the Bidder agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subconsultants regarding this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the bid submitted by the Bidder and terminate any contract awarded on such bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder to any remedies allowed thereunder.
5. As part of its bid, the Bidder shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a bid to the City, the Bidder agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

Signature: _____ Date: _____

FORM 3
CONFIDENTIAL INFORMATION

For purposes of this Form, "Company" means the Bidder, regardless of whether the Bidder is awarded a contract.

Company agrees to comply with all Confidentiality Requirements set forth in this Section. Failure to comply with the Confidentiality Requirements set forth herein may result in the rejection of Company's Bid or termination of the Contract.

1. **CONFIDENTIAL INFORMATION.** "Confidential Information" means any information in any medium (whether written, oral or electronic), obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
 - a. *Plans and Drawings.* Building plans of city-owned buildings or infrastructure facilities, including without limitation as-built drawings of the Facilities, as well as specific details of public security plans, as provided by N.C. General Statute 132-1.7 (a);
 - b. *Trade secrets.* For purposes of this ITB, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures;
 - c. *Security Plans.* 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 as provided by N.C. General Statute 132-1.7 (a);
 - d. *Privileged Information.* Any attorney / client privileged information disclosed by the City.
 - e. *Other Information.* Other information that is exempt from disclosure under the North Carolina public records laws.

For purposes of this Section, the term "Restricted Data" refers to and includes: (a) all Confidential Information that the City is restricted from disclosing under state or federal law; and (b) all Confidential Information that the City is permitted to withhold from disclosure under state or federal law and has elected to withhold from disclosure

The information described in Sections a and c 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 Contract if applicable.

The parties acknowledge that Confidential Information includes information disclosed prior to submission of a Bid as well as information disclosed after submission.

2. **RESTRICTIONS AND REQUIREMENTS.** The Company shall comply with the following restrictions and requirements regarding Confidential Information:
- a. 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.
 - b. Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
 - c. Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company who: (a) has a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Bidder, and (b) has executed a confidentiality agreement incorporating substantially the form of these requirements. Notwithstanding the forgoing, Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the City's prior written consent.
 - d. Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized under these Confidentiality Requirements or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - e. Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
 - f. Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by these Confidentiality Requirements.
 - g. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert these Confidentiality Requirements as grounds for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
 - h. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
 - i. Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
 - j. Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by these Confidentiality

Requirements. 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 these Confidentiality Requirements.

- k. Company shall ensure that each person who obtains access to Confidential Information through Company (including but not limited to Company's employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to these Confidentiality Requirements.
3. **EXCEPTIONS.** The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- a. was already known to Company prior to being disclosed by the City;
 - b. was or becomes publicly known through no wrongful act of Company;
 - c. was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - d. was used or disclosed by Company with the prior written authorization of the City;
 - e. was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the other party notice of such requirement or request;
 - f. was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that these Confidentiality Requirements will be applicable to all disclosures under the court order or subpoena.
4. **REMEDIES.** Company acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.
5. **DATA.** The Company will treat as Confidential Information all data provided by the City or processed for the City or for citizens under these Confidentiality Requirements (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 Confidentiality Requirements.

Signature: _____ Date: _____

FORM 4
PRICING WORKSHEET

Bidders shall provide pricing based on the requirements and terms set forth in this ITB. Pricing must be all-inclusive and cover every aspect of the Work.

In completing the bid form in e-Builder, the following instructions should be followed:

1. All price increases over the term of the contract must be noted.
2. If/when there is an error in extension prices, the unit prices, when available, shall govern;
3. If Bidder takes any exceptions to the ITB, the pricing submitted must reflect the requested items as stated in Section 1 B Description of the Work and as-if the exceptions were not accepted by the City. However, please include as a separate section any cost savings potentially gained if the City accepts the exceptions as presented;
4. All discounts offered should be computed into the prices offered where feasible. If a prompt payment discount is offered, it will not be considered in the award of the agreement except as a factor to aid in resolving cases of identical prices; and
5. Additional costs associated with the Work must be added as separate line items to the worksheet.

The Bidder further certifies that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the Bidder has not knowingly disclosed the prices that have been quoted in this bid directly or indirectly to any other Bidder or to any competition prior to the opening of the bid; and
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

It is understood that the pricing, terms and conditions of this Bid confirm with the requirements set forth in this ITB and are firm and irrevocable unless provided in writing to CLT.

If price adjustments are not included in the agreement, the price(s) stated in agreement shall apply for the entire term of the agreement unless the Airport approves a price adjustment in writing in accordance with the following terms:

1. Price increases shall only be allowed when justified in the Airport'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.
2. To obtain approval for a price increase, the Company shall submit a written request by e-mail to the Airport's Project Manager, together with written documentation sufficient to demonstrate that the increase is necessary based on legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit

over the price originally included.

3. The Airport may approve such price increase for the remaining term of the Agreement or for a shorter specified period, in the Airport's sole discretion. If the Airport rejects such price increase, the Company shall continue to perform under the Agreement.
4. If the Airport 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 Airport shall have the right to terminate the price increase and revert to the prices that were in effect immediately prior to the increase. The Company shall notify the Airport in writing if the market factors on which the Airport granted the increase change such that the Airport's reasons for granting the increase no longer apply.
 - a. No proposed price increase shall be valid unless accepted by the Airport in writing as evidenced by the City issuing a revised purchase agreement before goods and/or services which are subject to price adjustment are rendered or delivered.

The company agrees to honor the pricing set forth above for the description of the Work as defined herein for the duration of the contract or purchase order term.

Signature: _____ Date: _____

PURCHASE ORDER TERMS AND CONDITIONS - GOODS

The Terms and Conditions listed below will govern all matters relating to the goods provided by you or your company (the "Vendor") to the City of Charlotte (the "City") under this purchase order. Additional terms and conditions stated on the face of this purchase order shall take precedence over any conflicting terms and conditions stated below. Any terms and conditions not stated on the face of this purchase order but incorporated by reference therein shall be binding only if provided or signed by the City and attached hereto. In the event that a binding written contract signed by both the Vendor and the City exists, the terms and conditions of that contract shall supersede any conflicting terms and conditions below or on the face of this purchase order.

1. If Vendor refuses to accept this purchase order exactly as written, Vendor will return it at once with explanation.
2. The City will not be responsible for any goods delivered without a purchase order. Vendor will deliver invoices to the City only at the address shown on the face of this purchase order. Vendor will send separate invoices for each purchase order number.
3. No boxing, packing, cartage, or shipping charges will be allowed by City unless specifically authorized on the face of this purchase order.
4. Any cash discount period to City will date from City's receipt of the invoice or from the date of the receipt of goods, whichever is later.
5. Unless "FOB Origin" is stated on the face of this purchase order, the risk of loss of and damage to goods that are the subject of this purchase order remain on Vendor until the goods are (a) delivered to the destination set out in this purchase order and (b) accepted by the City.
6. The City may inspect all products prior to acceptance. Payment does not constitute acceptance. The City's failure to accept or reject products or services shall not relieve Vendor from liability for products or services that are defective or do not meet specifications. Rejected products shall be returned to Vendor at Vendor's risk and expense.
7. Vendor warrants that the products and services furnished pursuant to this purchase order shall: (a) comply with all federal, state and local laws applicable thereto; (b) satisfy all requirements set forth on the face of this purchase order and any applicable documentation incorporated herein; (c) meet industry standards and be suitable for the purpose intended; (d) be of merchantable quality; and (e) be free from defects in title, labor, material or fabrication.
8. If Vendor fails to deliver or to perform as and when specified, or if the City determines that Vendor will not be able to deliver or perform due to insolvency or other reason, the City may cancel this purchase order or any part thereof, without prejudice to its other rights, to return part or all of any shipment so made and to charge Vendor with any loss or expense sustained as a result of such failure to deliver or to perform.
9. Vendor will defend, indemnify, and save the City harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging

that any product or service provided under this purchase order violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.

10. If any product provided hereunder is alleged to be defective in any respect whatsoever, Vendor will defend, indemnify, and save City harmless from all loss, damages, costs, fees, and expenses incurred by reason of such allegation or defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.

11. If Vendor performs services or constructs, erects, inspects, or delivers hereunder, Vendor will indemnify and save harmless the City from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that are alleged to have resulted in whole or in part from the performance thereof.

12. Vendor agrees not to release any advertising or other materials using the City's trademark, quoting the opinion of any City employee or implying in any way that the City indorses Vendor or its products or services.

13. Vendor represents and warrants that no federal or state statute or regulation or municipal ordinance has been or will be violated in the manufacture, sale, or delivery of any product or service sold and delivered hereunder and if such violation is alleged, Vendor will indemnify and save the City harmless from all loss, penalties, fees, costs, and expenses resulting in whole or in part from such violation or allegation.

14. E-Verify Requirements: Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

15. Vendor agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Vendor consents to be bound by the award of any arbitration conducted thereunder.

16. Vendor agrees to provide Payment Affidavits as required by Part D, Section 9 of the Charlotte Business Inclusion Policy, which is available at <http://charmec.org/city/charlotte/CharlotteBusinessInclusion/Pages/default.aspx> and incorporated herein by reference.

17. Vendor shall pay all sales or use taxes that are or become due in connection with any products or services provided hereunder, and shall indemnify and save harmless the City from any damages, costs, fees, expenses, or penalties on account of such taxes. Vendor may charge the City only for those taxes that are applicable to the goods and/or services being provided under this Purchase Order.

18. Vendor shall secure, before delivery of any goods or services hereunder, Commercial General Liability insurance in an amount not 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, with the City as additional insured, provided that if Vendor will operate a vehicle on the Charlotte

Douglas International Airport airfield, coverage limits for Commercial Automobile Liability Insurance shall be raised to \$5,000,000 for each of the above categories. Vendor shall produce an insurance certificate evidencing such coverage upon request by the City.

19. The City may at any time insist upon strict compliance with these Terms and Conditions notwithstanding any previous custom, practice, or course of dealing.

20. The Terms and Conditions of sale as stated in this purchase order govern in event of conflict with any terms of Vendor's bid and are not subject to change by reason of any written or verbal statements by Vendor or by any terms stated in Vendor's acknowledgment unless accepted in writing by the City.

21. This purchase order is governed by North Carolina law. Any legal actions arising from this purchase order shall be brought exclusively in Mecklenburg County, North Carolina.

22. Iran Divestment Act. Vendor certifies that; (a) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (b) it will not take any action causing it to appear on any such list during the term of this Purchase Order, and (c) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.