



Invitation to Bid (ITB)
Bid Number: 274-2024-08-DN
Title: Propane Powered Trolley Bus

Notice is hereby given that the City of Raleigh, North Carolina is seeking sealed bids for a single Propane Powered Trolley Bus, subject to contract performance and an annual appropriation by the Raleigh City Council.

BIDS WILL BE ACCEPTED UNTIL 2:00 PM (EDT), February 16th, 2024

Bids should be addressed to:

City of Raleigh – Procurement Division
Attn: Dean Nunnally – Procurement Analyst

Hand-Deliver to: 222 W. Hargett Street, 5th Floor, Ste. 502, Raleigh, NC 27601

or

Mail to: PO Box 590, Raleigh, NC 27602-0590

or

Electronic responses will be accepted for this solicitation (see page 23 for instructions)

The responsibility for submitting a response to this ITB at the City of Raleigh, Procurement Division on or before the stipulated time and date will be solely and strictly the responsibility of the bidder. Any proposals received after stipulated time and date will not be accepted, nor opened, and will be returned. The time stamp located in the Procurement Division shall be the official time of receipt.

BID RESPONSE FORM

Bid No.: 274-2024-08-DN
Bid Title: Propane Powered Trolley Bus

Pursuant to General Statutes of North Carolina, Section 143-129, as amended, sealed bids are invited and, subject to the conditions herein, will be received by the City of Raleigh Procurement Division. The sealed bids will be publicly opened for furnishing the apparatus, supplies, materials equipment and/or repair work and services as described herein.

In compliance with this Invitation for Bids, and subject to all the conditions thereof, the undersigned Supplier offers and agrees, if this bid be accepted, to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Supplier certifies that this bid is submitted competitively and without collusion. Furthermore, by executing this bid, the undersigned certifies to the best of Supplier's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

Failure to execute/sign bid prior to submittal shall render the bid invalid, and it WILL BE DEEMED NON-RESPONSIVE and WILL BE REJECTED. Late bids cannot be accepted.

SUPPLIER NAME:		
STREET ADDRESS:		
CITY & STATE:	STATE:	ZIP CODE:
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF SUPPLIER:		
SUPPLIER'S AUTHORIZED SIGNATURE:	DATE:	
CONTACT NAME (if different from above):		
EMAIL ADDRESS:	TELEPHONE NUMBER:	

OFFER VALID FOR AT LEAST 90 DAYS FROM DATE OF BID

OPENING ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the City of Raleigh, this document, and all provisions of this Invitation to Bid along with the Supplier's bid response shall then constitute the written agreement between the parties.

CITY OF RALEIGH
NON-DISCRIMINATION ASSURANCES

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

SIGNATURE: _____
(President/Authorized Officer)

TITLE: _____

DATE: _____

Propane Powered Trolley Bus
ITB No.: 274-2024-08-DN

BID PRICING FORM

Merchandise Category	Quantity	Unit Price	Extended Pricing
Propane Powered Trolley Bus	1	\$	\$
Delivery		\$	\$
TOTAL		\$	\$

Delivery in _____ Days Upon Order

Note: The delivery timeframe will be considered in this award process.

EMAIL AND FAX COPIES OF BIDS ARE NOT ACCEPTABLE

NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

COMPANY: _____

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

Meets or Exceeds Requirements Below					
Specification			Yes	No	
1	Structure				
1.1	Sub Floor Framing				
1.1.1	The steel sub floor is constructed of 3 inch 16 gauge, carbon steel channel, electrically arc welded together. Cross members are placed on 24 inch centers to add strength and prevent warping of the finished floor. The one-piece integral floor structure is then bolted to the outrigger supports and chassis brackets using steel channel with rubber bushings providing a sill running the length of the chassis rails, with a rubber barrier strip between chassis rail and floor structure to aid in road noise transferring through the structure. The bolted brackets are placed on 32" centers of the chassis rails. The underbody structure is then reinforced with outrigger and gusset supports of steel angle welded from the chassis to the floor to provide strength, rigidity, and integrity to carry the ultimate loads and with stand road shock and vibration fatigue. The floor structure is sealed and sheeted with 26 gauge galvanized sheeting providing a vapor barrier, using 5/8 inch marine grade plywood the base floor is attached to the framing using TEK screws. Each seam is then filled with body filler and sanded smooth before installing the transit rubber flooring.				
1.2	Front, Rear and Side Walls				
1.2.1	All wall sections are constructed of 1 1/2 inch 16 gauge, box, clean coat, carbon steel tubing, electrically arc welded together in a specialized framing jig. The skirt area from the floor line down shall be constructed of 1 1/2" x 1 1/2" x 1/8" steel angle. Side, front and end fitting members shall be carried to the roofline and constructed to adequately carry the design loads and absorb impact and stress. This application creating a cage like structure that provides strength and durability preventing movement at all joints and stress points. There shall be a center divider structure that is welded from the roof to the wall and floor area providing added strength to the overall cage of the trolley bus. The wall sections are sealed with Sika Flex 221 (or equal) at all joints and seams. The entire structure is washed with Prep Sol 330 (or equal) and primed with an epoxy primer, then sheeted with 20 gauge Galvaneal Sheeting using Sika Flex 552 (or equal) tubes, then riveted with Magna-Lok (or equal) fasteners to the framing where necessary throughout each panel.				
1.3	Roof				
1.3.1	The roof structure is made of 1 1/2 inch 16 gauge, box, "clean coat", carbon steel tubing electrically arc welded together to the wall members to prevent drumming or vibrations. The roof shall have a lantern style cupola to maintain the vintage them of the 1800's streetcars. The top of the roof framing is sealed with Sika Flex 221 (or equal), covered with 3/16 fiberglass shell. Cupola windows are 1/8 inch safety tempered glass. The front and rear have a 6-inch minimum overhang and the sides a 3 -inch minimum overhang.				
1.4	Wheel Housing and Step Wells				
1.4.1	The wheel housing and step wells are fabricated of 12-gauge Galvaneal steel and welded to the floor structure. The wheel housing and step wells are sound deadened and sealed with a rubberized asphalt undercoating to eliminate sound passage to the interior of the vehicle.				
2	Paint, Insulation and Undercoating				
2.1	Paint				
2.1.1	The framing is washed with a metal prep wax and grease remover, and then primed with Interseal 670 HS Coating (or equal). All exterior panels are prepped with an etching wash, primed with an etching primer PPG 1652 (or equal), a base primer of PPG DPHS52 low VOC primer (or equal), specially designed for aluminum surfaces. The primer is allowed proper drying time and sanded before applying the standard two tone PPG Concept Acrylic Urethane Colors (or equal) and clear coat. A Standard Vintage pin-striping package shall be installed.				
2.2	Insulation and Undercoating				
2.2.1	The walls and roof are insulated with 1 1/2 inch cell bead board insulation providing R-factor of 0.24 in walls and 0.26 to 0.27 in the roof at 75 degrees F. The engine compartment is properly sealed to prevent heat, noise, and fumes from entering the interior of the vehicle and insulated with a fire and heatproof sand barrier, foil faced Insultech sheeting. No interior body surface temperatures shall exceed 100 degrees Fahrenheit. The entire understructure is undercoated, to a 1/8 inch (minimum) thickness with rubberized asphalt based, emulsion type undercoating, to provide complete protection from oxidation due to the outside elements. All metal surfaces are washed and primed with a zinc chromate PPG primer (or equal) before assembly. All underside sections below the floor line are re-sealed after assembly and coated with 1/8 inch (minimum) thickness with rubberized asphalt				

	based emulsion type undercoating.		
2.2.2	All fasteners shall be stainless steel. Trim pieces and fixtures installed shall be treated with ECK, an anti-electrolysis corrosion preventive material.		
3	Exterior Features		
3.1	Bumpers		
3.1.1	3.1.1. Front and rear bumpers are one-piece, steel fabricated assemblies. The front and rear bumpers are 6 inches in height and designed to follow the contour angles of the front and rear caps. The placement of the bumpers shall be arranged to provide protection against body damage at standard SAE heights. The bumpers shall be painted with PPG (or equal) paint with a Teflon additive to prevent chipping. There shall be tow hooks mounted underside of front and rear bumpers.		
3.1.2	The front bumper shall have a vintage cow- catcher made of heavy woven wire and steel construction.		
4	Doors		
4.1	Access Doors		
4.1.1	Access doors shall be provided where necessary to service engine, radiator, air conditioning components, batteries, fuel fill, fluids, electrical panels, and all other components or accessories requiring service.		
4.2	Entrance/Exit Door		
4.2.1	An electric operated, outward opening style entrance/exit doorway shall be provided on the curb (right) side, front with a clear minimum opening of 32 inches. Edges on the doors shall have extruded rubber, sensitive edge that overlaps to provide a sealed doorway and safety edge. The doors are operated by an overhead, electric powered, door actuator. A momentary switch controls the doors, which is located to the left of the driver. The doors are designed to open or close in approximately 1.5 to 3.0 seconds.		
4.3	Emergency Exit Door		
4.3.1	There shall be an egress window, emergency door, and or an emergency roof hatch located in the rear of the trolley.		
5	Mirrors		
5.1	Exterior Mirrors		
5.1.1	Dual West Coast style heated mirrors, remote horizontal adjustment with switches on the dash in reach of the operator. 8" convex spot mirror below the mirror on each side. The mirrors are firmly attached to the vehicle in which precludes vibration at a normal speed and located so as to reflect to the operator a view of the highway to the rear along both sides of the vehicle. The mirrors are finished in flat black polyurethane enamel paint.		
5.2	Interior Mirror		
5.2.1	An 8 inch convex rear view mirror will be located above and in front of the driver's area, for view of the interior of the vehicle. The mirror is mounted with a swivel point and is adjustable.		
6	Mud Flaps, Fender Flares and Rub Rails		
6.1	Wheel wells		
6.1.1	The wheel wells have a rubber molded wheel well attachment to the rounded wheel opening.		
6.2	Mud flaps		
6.2.1	Shall be installed behind all wheels and extended within 3 inches of the road surface.		
7	Windows		
7.1	Glass		
7.1.1	Windows and windshields are designed to allow maximum serviceability with minimum maintenance and shall be in accordance with FMVSS571.205.		
7.2	Windshield		
7.2.1	There are three windshields to keep the authentic vintage trolley design along with side and rear windows that are arched at the top.		

7.3	Passenger Windows		
7.3.1	The passenger windows have a horizontal slider-which latch easily, operable by the passengers. The windows shall have an etching design to add to the vintage appearance.		
7.4	Emergency Exit Windows		
7.4.1	There are a sufficient number of emergency exit windows located on driver side, passenger side, and rear of the coach to meet FMVSS 217 for emergency exits.		
7.5	Driver Side Window		
7.5.1	The driver's area will have one clear T-slider arched window for easy access to tolls etc		
7.6	Glazing and ratings are as follows:		
7.6.1	Windshields: 1/4 inch safety glass AS-1 rating no tinting		
7.6.2	Driver's windows: 1/8 inch tempered safety glass AS-2 rating no tinting		
7.6.3	Passenger windows: 1/8 inch tempered safety glass AS-3 rating 31 percent tint		
7.6.4	Cupola windows: 1/8 inch tempered safety glass AS-3 rating 31 percent tint		
7.6.5	Entry Door Windows: 1/8 inch tempered safety glass AS-2 rating no tint		
8	Windshield Wipers		
8.1	Windshield Wipers		
8.1.1	Each windshield wiper has a separate, heavy duty, intermittent electrically powered windshield wiper motor. Windshield wiper blades are of sufficient length to clean the windshield surface. Electrically operated windshield washers, with a one-gallon reservoir provided for the windshields and shall be conveniently located for easy filling.		
9	Front Grille		
9.1	Grille		
9.1.1	The front air intake grille shall be designed to depict a vintage look, using a woven wire section. The grille shall be finished to match the color of the body. A functional brass center headlight shall be installed for added vintage appearance.		
10	Engine Compartment		
10.1	Engine Compartment		
10.1.1	The engine compartment shall be fully insulated with a foil faced sand barrier material and interior cover shall be a sound deadening acoustic black matting. There shall be a firewall of 11 gauge steel between engine compartment and driver's/passenger compartment. There shall be sufficient lighting for servicing in the engine compartment.		
11	Interior Finish		
11.1	Floor		
11.1.1	Sub Floor		
11.1.2	The floor shall be made of 7 ply 3/4 inch marine plywood sheeting, attached to the floor framing with counter-sunk TEK screws. All joints and seams shall be seals and sanded smooth.		
11.1.3	Floor Covering		
11.1.4	Floor covering shall be 1/8 inch thick Altro Transit Flooring (or equal) in place The floor covering shall be glued to the plywood sub floor and shall be laid smooth without any gaps or bubbles. There shall be a white standee line. The driver's platform and engine cover area shall be covered with a sound deadening acoustic black matting.		
11.2	Walls and Trim		
11.2.1	All interior walls are covered with a 1/4 inch red oak paneling and trimmed with solid red oak handmade pieces. The roof and cupola are also covered with 1/4 inch red oak paneling and trimmed with handmade solid oak trim pieces. All oak panels and solid oak trim is sanded and finished with 3-5 coats of high gloss two part clear polyurethane. All edges of flooring along wall sections are sealed with a color matching rubberized silicone		

	sealer. Marine varnish is used on any exterior wood exposed to outside elements using a minimum of 5 coats.		
11.3	Step Treads		
11.3.1	The step assemblies shall be covered with: Altro Flooring (or equal) step tread rubber with metal backed white or yellow edge nosing.		
12	HVAC		
12.1	Driver Heater/Defroster		
12.1.1	The heater/defroster shall be manually controlled to provide the optimum of comfort to the driver in any type of weather. The driver's area shall be heated and ventilated by a separate forced air heater system. Driver's area heat is 52,000 BTU's. The windshield defroster airflow shall be through diffusers mounted on the dash panel below the windows.		
12.2	Passenger Heaters		
12.2.1	The passenger area heaters shall consist of two units located beneath the seats to evenly distribute the heated air throughout the passenger compartment with a total of 95,000 BTU's. Switches located in the driver's compartment shall control all heating units.		
12.3	Air Conditioner		
12.3.1	The air conditioning units shall be of R134A freon type with a minimum cooling capacity of 120,000 BTU's capable of maintaining a temperature inside the vehicle of not more than 72 degrees on a 100-degree outside temperature with 80 percent relative humidity. All freon lines shall be of barrier type hose that shall be rated for freon 134A use and mounted permanently to the vehicle. Evaporators shall be mounted on each end of the vehicle, blowing toward center. One facing the rear of the vehicle and one facing the front of the vehicle. The evaporators shall have an easily accessible cleanable filter. A separate control for each front and rear systems shall be located in the driver's area. The condensers shall be located roadside and guards attached to protect from road debris.		
13	Stanchions, Guard Rails and Grab Rails		
13.1	Entry Grab Rail		
13.1.1	There shall be a vertical stanchion, guard rail and modesty panel immediately to the left of the entry door. All railing shall be 1 1/4 inches to 1 1/2 inches OD by .050 inch stainless tubing. The guardrail shall be horizontally affixed to the stanchion and the wall of the vehicle at least 27 inches above the floor.		
13.2	14.2. Overhead Grab Rails		
13.2.1	Overhead grab rails shall be installed on each side of the trolley, running the entire length of the vehicle affixed to the cupola roof edge. These shall be mounted and securely fastened to the roof. The driver's barrier shall cover the area behind the driver with a modesty panel railing and clear polycarbonate shield. The entry shall have a grab rail located on each side of the step well. All required grab rails shall be located according to ADA regulations.		
13.2.2	Leather grab straps positioned for standee passengers throughout the overhead grab rails.		
14	Passenger Comfort		
14.1	Panels		
14.1.1	Decorative modesty panels fabricated from handrailing with powder coated steel panel. The same modesty panels shall be located at the proper positions in the wheelchair assist areas.		
14.2	Sound System		
14.2.1	There shall be a standard sound system consisting of AM/FM radio/Bluetooth combination with 4 passenger area speakers and one driver's speaker location in the driver's area.		
14.3	PA System		
14.3.1	A handheld microphone PA for driver that overrides all speakers when utilized.		
15	Lighting		
15.1	Exterior Lighting		
15.1.1	All exterior lighting shall be LED 12V DC circuits in accordance with FMVSS 571.108.		

15.2	Front of trolley:		
15.2.1	(2)-Headlight assemblies shall be single high/low beam round sealed beam halogen lights and shall have a beauty ring of brass chrome. (J1395).		
15.2.2	(2)-Amber turn signals shall be provided in the front section of the trolley, as turn, and flasher, (J589, J590b).		
15.2.3	(3)-Amber identification shall be centered on the top front of the trolley, (J592E)		
15.2.4	(2)-Amber identification lights shall be placed on each outer corner of the top front, (J592E).		
15.3	Rear of trolley:		
15.3.1	(3)-Red identification lights shall be centered on the top rear section of the trolley, (J592E).		
15.3.2	(2)- Red Identification lights shall be placed on the top outer corner of the rear of the trolley (J592E).		
15.3.3	(2)-Clear reverse lights shall be placed in the lower section of the rear of the trolley, (J593C).		
15.3.4	(2)-Red stoplights shall be placed in the lower section of the rear of the trolley, (J1398).		
15.3.5	(2)-Red taillights shall be placed in the lower section of the rear of the trolley, (J585E).		
15.3.6	(2)-Turn signal lights shall be placed in the lower section of the rear of the trolley, (J1395).		
15.3.7	(1)-License plate light shall be placed in the lower section of the rear of the trolley above the license plate. (J587)		
15.4	Sides of the trolley:		
15.4.1	(4)-Amber lights shall be placed on the sides of the trolley, (2) one each side of the top front corner, (2) one at each side of the lower front corner, (J592E).		
15.4.2	(4)-Red lights shall be placed on the sides of the trolley, (2) one each side of the lower rear corner, (2) one each side of the top rear corner, (J592E).		
15.4.3	(2)-Amber middle turn signals shall be placed on the lower middle section on each side of the trolley.		
16	Safety:		
16.1	Safety		
16.1.1	Hazard lights shall be installed on the trolley bus, (J1945, J1910).		
16.1.2	(2)-Step well lights shall be installed at each entry/exit doorway.		
16.1.3	(1)- Flood type light shall be installed in the wheelchair door area.		
17	Interior Lighting		
17.1	Passenger Area Lighting		
17.1.1	All interior lighting shall meet FMVSS requirements. There shall be six (6) interior white, shatterproof, globe style fixtures throughout the roof area of the vehicle. The bases shall be brass finish. Separate switches shall operate the rear and front section of the passenger area.		
17.2	Entry/Exit Area		
17.2.1	At the entry/exit there shall be an overhead courtesy light that will come on when the door is opened and remain on until the door is closed again. Each step well area shall have (2) step well lights with top covers to shield from glaring light, and one overhead light. The step well lights will automatically come on when the door is opened and remain on until the door is closed.		
17.3	Driver's Area		
17.3.1	Over the driver's area there shall be a separately controlled light for the driver's convenience. There shall be a separate switch controlling the driver's light.		
18	Seating		
18.1	Driver's Seat		
18.1.1	A Transit grade Air Suspension driver's seat.		
18.2	Passenger Seating		

18.1.2	Passenger seating in the trolley shall be authentic vintage design of oak slats and cast aluminum scrolled seat ends paint to match the color scheme of the trolley. All seats shall be 34 inches in width and shall have smooth urethane coated finish of a minimum of 3-5 coats. Seating arrangement shall be forward facing, perimeter or a combination.		
19	Driver's Console		
19.1	Dash and Instrument Panel		
19.1.1	The driver's console shall be designed for the safety of the operations as well as the comfort of the driver. The forward dash console shall have a complete complement of instrumentation and controls consisting of:		
19.1.2	Speedometer with an odometer		
19.1.3	Voltmeter		
19.1.4	Engine temperature gauge with warning lights		
19.1.5	Water temperature		
19.1.6	Low engine coolant level		
19.1.7	Oil pressure gauge		
19.1.8	High beam switch		
19.1.9	Radio/CD/Bluetooth		
19.1.10	USB plug		
19.1.11	Cup Holder		
19.1.12	To the left of the driver shall be all other vehicle accessory switches including:		
19.1.13	Master on/off switch		
19.1.14	12V driver's fan shall be mounted in the header area with a driver's control switch located in the switch panel.		
19.1.15	Sun Visor shall be mounted in the header area.		
19.1.16	Storage box shall be installed on the driver's platform on the passenger side.		
19.1.17	Horn and Trolley Bell		
19.1.18	12V horn shall be located at the front of the vehicle and protected from wheel splash.		
19.1.19	Trolley Bell		
19.1.20	Electric bell shall be mounted on the top front of the vehicle for the driver to ring manually by a pull cord located to the left of the driver's seat.		
20	Electrical Wiring and Panel		
20.1	Electrical System Description		
20.1.1	All wiring shall meet FMVSS. The electrical system shall be 12V, with a PBC electronic circuit board, using relays to allow driver's console switches to operate at lower amperage.		
20.1.2	A wiring diagram shall be submitted that will match the wiring for each vehicle.		
20.1.3	All switches and wiring circuits shall be protected with circuit breakers.		
20.1.4	All circuit breakers shall be labeled for identification and installed in the sealed weather proof, lockable, electrical panel on the exterior of the driver's side.		
20.1.5	All circuits shall have LED diagnostics for ease during troubleshooting.		
20.1.6	All switches shall be of heavy-duty transit design. All wiring shall meet SAE standard requirements.		
20.1.7	All wiring shall be automotive stranded and shall be color-coded and labeled. All wiring shall be installed using quick disconnect harness junctions using weather-proof Packard pin connectors.		
20.1.8	There shall be no more than 10 wires per harness and include 2 extra wires per harness for accessories.		

20.1.9	All harnesses shall be secured at a maximum of two-foot intervals.		
20.1.10	Any wiring through wheel well area shall be protected by routing through metal convoluted tubing and flex loom.		
20.1.11	All connectors are insulated; shrink-wrapped and soldered where necessary.		
20.1.12	All wiring shall be protected by circuit breakers and a 200 ANL fast acting fuse shall be installed for added protection.		

21	Batteries		
21.1	Description		
21.1.1	There shall be (2) dual maintenance free, Group 31, top terminals, 3/8-16 UNC-2A thread, 3/4 inch long, with minimum reserve capacity of 425 amp-hour, minimum cold cranking power of 1100 amp with lifting straps.		
21.2	Battery Disconnect		
21.2.1	There shall be a transit style master disconnect installed.		

23	Americans with Disabilities Act (ADA) Equipment		
23.1	Wheelchair Lift		
23.1.1	A platform wheelchair lift with 1,000 lb. capacity shall be provided in the rear of the trolley using a separate door. A full ADA approved interlock system shall be installed.		
23.2	Wheelchair Securements and Flip Seats		
23.2.1	The wheelchair tie downs shall be Q'Straint Slide 'N Click floor mounted restraint system to accommodate two wheelchair positions. There shall be 2 flip seat positioned on the wall area in each wheelchair area for use when not transporting a wheelchair seated passenger.		
23.2.2	Priority Seating Signs		
23.2.3	Priority seating signs will be provided at each wheelchair location. Characters on these signs will be per ADA provisions.		

24	Safety Equipment		
24.1			
24.1.1	Drive shaft guards shall be installed between every pair of universal joints.		
24.1.2	5-pound type B.C. fire extinguisher shall be supplied.		
24.1.3	Triangle flare kit shall be equipped.		
24.1.4	Transit style battery master disconnect shall be installed.		
24.1.5	An audible back-up alarm shall be installed.		
24.1.6	All doors and wheelchair lift shall be interlocked through the shift inhibitor, parking brake, and/or braking system.		
24.1.7	Entrance doors shall be equipped with a sensitive edging to prevent closing when obstructed.		
24.1.8	All doors and Egress windows shall be connected with an audible signal located in the driver's area.		
24.1.9	Rear doors shall have a 3 parts heavy-duty latch.		
24.1.10	Reverse camera with a 7" screen on the dash for the operator.		
24.1.11	Audible back up camera warning system shall be installed		
24.1.12	A Transpec or approved equal roof hatch shall be installed		

25	Chassis		
25.1			
25.1.1	The chassis shall be a Ford F53 or equivalent with gasoline powered engine.		

25.1.2	Option for LPG Upfit. Shall be a Rousch CleanTech (or equal) system with (2) 45 gallon tanks located between the frame rails, replacing the location of the stock gas tank.		
25.1.3	The charging system shall be equipped with at least a 240 ampere KEI alternator with a charging monitor, coded with wiring and circuit breakers. The vehicle shall be equipped with two batteries, 750 cc. located in a slide out stainless steel or corrosion resistant galvaneal battery tray.		
25.1.4	Engine shall be minimum V-8 Engine 7.3L 335 HP / 468 ft/lbs torque.		
25.1.5	LPG Upfit shall have hardened valves.		
25.1.6	6 Speed automatic overdrive transmission with Tow-Haul Mode		
25.1.7	Standard 4-Wheel Anti-Lock Brakes		
25.1.8	22.5-inch, Radial tires, polished aluminum wheels with steel spare wheel and tire		
25.1.9	Axles: 11,000 lb. Capacity Front Axle / 15,000 lb. Capacity Rear Axle		
25.1.10	Single piece steel straight rail frame		
26	Dimensions		
26.1	Approximate Dimensions		
26.1.1	Length overall – excluding cowcatcher 34’		
26.1.2	Body Width – excluding mirrors 99”		
26.1.3	Height Overall 136” max.		
26.1.4	Interior Headroom – over aisle 88”		
26.1.5	Gross Vehicle Weight Rating 26,000 lbs.		
26.1.6	Wheelbase 228”		
26.1.7	Rear Body Overhang 98”		
26.1.8	First Step Height 13”		
26.1.9	Step Risers 8.25”		
26.1.10	Floor Height 34”-36” max.		
26.1.11	Aisle Width 22” min.		
26.1.12	Clear Door Opening 34” min.		
26.1.13	Body Structure		
27	Warranty		
27.1	Standard Warranties		
27.1.1	Body Warranty 12 month/Unlimited Miles		
27.1.2	Chassis Warranty (Less Drivetrain) 3 year/100,000 miles		
27.1.3	Powertrain 5/year 60,000 mile		
27.1.4	Roadside Assistance 5 year/60,000 miles		
28	OSHA/ANSI:		
28.1.1	The unit shall comply with all OSHA standards and meet all applicable ANSI 245.1 standards		
28.1.2	20 lbs ABC fire extinguisher mounted on body accessible from ground level.		
29	Demonstration:		
29.1	Vendors may be asked to provide a demonstration of this model for at least 1 week of evaluation as requested prior to awarding the bid.		
30	Camera:		

30.1	Minimum single color camera with 7” driver flat screen monitor Rear view shall activate automatically when the vehicle is put in reverse. A grid overlay shall be placed on the screen to give a reference behind vehicle. Monitor shall be mounted on the dash to the right of the driver’s seat on an adjustable mount to allow convenient positioning for optimal view of the driver. To include a minimum 2 year warranty.		
31	Parts:		
31.1	State distance, name and location of service representative _____		
31.2	_____miles from Raleigh.		
31.3	Overall warranty: 100% parts and service warranty for the first 12 months.		
31.4	The vendors will provide a current updated report of list prices for parts. Parts will be available to the city at _____ % below list price		
32	Delivery:		
32.1	Deliver FOB to: City of Raleigh 2501 North Raleigh Blvd. Raleigh, NC 27604		
32.2	Delivery time will be considered a critical factor. Delivery In _____ days after receipt of order.		
32.3	Successful bidder will be responsible to furnish the following materials upon delivery:		
32.3.1	It is preferred that online access to operator, parts and service manuals if available shall be provided without an annual subscription fee for the life of the unit. In the event online access is not available, 2 copies of operator’s parts and service manuals shall be provided		
32.3.2	All vehicles sold to the City of Raleigh shall have a North Carolina State Safety inspection (Federal DOT inspections will not be acceptable).		
33	Warranty		
33.1	The inspection and acceptance of all units will be held jointly by Vehicle Fleet Services and the ultimate consignee.		
33.2	Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to City personnel concerned or provide a schedule whereby the manufacturer provides such training locally. Any training costs must be borne by the bidder. It is required that operators receive two hour classroom and minimum 30 minute on vehicle training session.		
33.3	The vehicle will be delivered with the Manufacturer Certificate of Origin (MCO), an NC MVR-181 Damage Disclosure Statement and the invoice.		
33.4	A minimum of 4 hours of technical training for the chassis including classroom and on chassis training for the shop personnel shall be provided prior to the vehicle going in service.		
33.5	A minimum of 8 hours of technical training for the body including classroom and on vehicle training for the shop personnel shall be provided prior to the vehicle going in service.		

CITY OF RALEIGH INSTRUCTIONS TO BIDDERS

Carefully review all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein.

1. PURPOSE:

The purpose of this document is to provide general and specific information for the use by suppliers in submitting a bid to supply the City of Raleigh with apparatus, supplies, material and equipment, and /or services listed above. All bids and contracts are governed by City policy, and /or by Section 143-129 of the North Carolina General Statutes.

2. BID CONTACT:

Any and all questions, concerns, or request for additional information shall be directed to the City of Raleigh, Procurement Division to the attention of the Bid Agent as indicated below:

Bid Agent: Dean Nunnally
 Procurement Analyst
 Email: dean.nunnally@raleighnc.gov

3. BID SCHEDULE:

Listed below are the dates and times by which stated actions must be taken or completed. The City may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are Eastern Standard Times.

Action	Time	Date
Bid issued	NA	January 24 th , 2024
Pre-Bid Conference	NA	NA
Deadline for Questions	12:00 p.m.	February 2 nd , 2024
Bids Due	2:00 p.m.	February 16 th , 2024
Anticipated Award		End of March 2024

4. PRE-BID CONFERENCE:

5. BIDDER QUESTIONS:

The City is not liable for interpretations/misinterpretations or other errors or omissions made by the Bidder in responding to this bid. The Bidder shall examine this bid to determine if the City’s requirements and terms and conditions are clearly stated. If, after examination of the various requirements and terms and conditions of this bid, the Bidder believes there are any requirements or terms and conditions which remain unclear or which restrict competition, the Bidder may request, in writing, that the City clarify the requirement(s) and terms(s) and condition(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the requirements or conditions questioned by the Bidder.

Requests for clarification and technical questions to this bid must be received by the City not later than the date shown above in Section 3, entitled “Bid Schedule”, for the submittal of written inquires. The Bidders’ failure to request clarification and submit questions by the date in the bid schedule above shall be considered to constitute the Bidders’ acceptance of all City’s requirements and terms and conditions. The City shall issue addenda reflecting questions and answers to this bid, if any, and shall be posted to the North Carolina electronic Vendor Portal (eVP) website: <https://evp.nc.gov/>

6. ADDENDUM:

Bidders are solely responsible for making sure that any and all addenda have been received prior to submission of their bid. The All addenda to this bid issued by the City shall be posted to the North Carolina electronic Vendor Portal (eVP) website: <https://evp.nc.gov/> .

All such addenda shall become part of the bid. **Bidder is to sign any and all addenda issued for the bid and submit it with the bid.** Failure to do so risks rejection of the bid.

7. HOW TO PREPARE BID:

Bidders are encouraged to review carefully all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

- a) **BID FORM:** Submit all prices and offers on the **BID FORM(s)** provided herein. All bid must be submitted and signed by the supplier or his authorized representative with all erasures or corrections initialed and dated by the authorized representative of the proposal.

- b) **SIGNATURE**: All bids must be signed by an authorized official of the company on the Bidders Signature Page. A bid may be rejected if it shows omissions, alterations of form, additions not called for, conditional bid, or any irregularities.
- c) **TAXES**: Do not include taxes in your bid prices. Taxes must be itemized and added to invoices separately when invoicing the City. The City is required to pay sales tax. The City is exempt from Federal Excise Tax and has a Federal Tax number.
- d) **NON-DISCRIMINATION**: The **NON-DISCRIMINATION ASSURANCES** form included in the bid package is a condition of the bid and must be completed and signed by the bidder.
- e) **MWBE POLICY**: The City of Raleigh prohibits discrimination in any manner on the basis of race, color, creed, national origin, sex, age or handicap or sexual orientation and will pursue an affirmative policy of fostering, promoting and conducting business with women and minority owned business enterprises. The City of Raleigh encourages participation by certified minority and women-owned businesses. If there are any questions, Contact the MWBE Program Manager, PO BOX 590 Raleigh, NC 27602, mwbe@raleighnc.gov, or 919-996-4330.
- f) **SUSTAINABILITY**: In accordance with the City of Raleigh 2007-2009 City Council Mission Statement, the City recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a diverse, equitable, and vibrant community and economy. The City recognizes that the types of products and services the City buys have inherent social, human health, environmental and economic impacts, and asks that all Suppliers and bidders providing and proposing products and services to the City, be mindful of the City's Sustainability Policy and provide and propose products and services that embody the City's commitment to sustainability whenever possible.
- g) **IRAN DIVESTMENT**: Bidder certifies that it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, CONTRACTOR shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
- h) **COMPANIES THAT BOYCOTT ISRAEL**: The bidder certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

8. **HOW TO SUBMIT BID**:

- a) **SUBMIT SEALED BIDS ON THE BID FORM PROVIDED HEREIN.**
- b) **Provide (2) complete set of your bid on the BID FORM PROVIDED HEREIN in hard copy paper format (on 8-1/2" x 11" size paper, only bound with a single staple in the upper left corner or with a single removable clip—no 3-ring binders) and must be SEALED in an envelope.**
- c) All bids must be mailed or delivered as follows in sufficient time to ensure receipt by the Procurement Manager or Bid Agent on or before the time and the date specified on the Bid Form. Bids not received by the time and date specified on the Bid Form will not be opened or considered, unless the delay is a result of the negligence of the City of Raleigh, its agents, or assigns.

Mailing Address:
City of Raleigh
Bid# 274-2024-08-DN
Procurement Division
PO Box 590
Raleigh, NC 27602-0590

Delivery Address:
City of Raleigh
Bid# 274-2024-08-DN
Procurement Division
222 W. Hargett St., Room 502
Raleigh, NC 27601

- d) **Electronic responses** will be accepted for this solicitation. **You must be registered with NC's eVP to submit a bid. Register as soon as possible! It may take 3 to 5 days for your account to become active. Please go to this page to register** <https://eprocurement.nc.gov/training/vendor-training>. For additional information, please view the following link: NC BIDS FAQs for Vendors <https://ncadmin.nc.gov/nc-bids-faqs-vendors> or email vendor@nc.gov. Once you have registered and have your login and password set up, to find and respond to a solicitation, follow the instructions: [Viewing and Responding to Solicitations in eVP](#)

9. BID OPENING:

- a) A public bid opening will be held at 222 W. Hargett Street, 5th Floor, Ste. 502, Raleigh, NC 27601. No official award will be made at the Bid Opening. All bidders are welcome to attend the bid opening. **LATE BIDS WILL NOT BE OPENED OR ACCEPTED.**
- b) Bidders may not review or request copies of bids at the Bid Opening. A time must be scheduled to meet with the Procurement Manager and/or Bid Agent for this purpose.
- c) Bids will be examined by the Procurement Manager and/or Bid Agent and the using department officials promptly after the opening and an award made at the earliest possible date. No bids may be withdrawn after bid opening.

10. AWARD OF BID:

- d) Standard of Bid Award Acceptance: The City reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the City of Raleigh. The award shall be made to the lowest, responsive, responsible bidder, or bidders, taking into consideration quality, performance and the time specified in the bid for the performance of the contract.
- e) Bid Prices: All items and products proposed in response to this Bid are to be new, in un-used condition unless otherwise noted in the Minimum Specifications. All prices proposed in response to this Bid are to include all transport, freight and fuel surcharges, and be delivered **FOB destination, freight prepaid and allowed** to the location provided on the City Purchase Order. All items are to be packaged, and shipped or delivered safely in a protective carton, fully assembled and serviced, ready for use and operation. Bidders must submit product literature and manufacturer's specifications with their bid proposal. All supplies, equipment, and apparatus must meet all Federal, State, and Local safety regulations, requirements, and guidelines, such as OSHA, EPA, US DOT, NC-DOT, NFPA, UL, etc., if so regulated.
- f) Order of Precedence: In cases of conflict between sections and provisions within the Bid document, the Order of Precedence will be 1) the Special Conditions section specific to the Bid; 2) the Minimum Specifications section specific to the Bid, 3) the City of Raleigh Terms and Conditions; and 4) the Instructions to Bidders section of the Bid document.
- g) Payment Terms: Payment terms of Net 30 days from the date of receipt of invoice, or upon acceptance of goods whichever is later, will apply to all invoices. Payment term discounts will be allowed for prompt payments but will not be a consideration for award. All invoices are to be emailed to accountspayable@raleighnc.gov, or delivered to **City of Raleigh, Accounts Payable Division, PO Box 590, Raleigh, NC 27602-0590.**
- h) Bid Award Approval: The City Manager has delegated authority from the City Council to award bids for supplies, equipment, and apparatus greater than \$90,000. Bids will be approved and awarded by the City Manager upon the recommendation by the Procurement Manager.

11. OBJECTION TO THE SPECIFICATIONS:

It is not the intent of the bid specifications to exclude or limit competition or favor any particular supplier or product. If there is an objection to any of the specifications or requirements listed herein, the bidder must notify the City of Raleigh Procurement Manager, in writing, stating and listing the specifications and objections, no later than five (5) working days prior to the bid opening date. If a pre-bid meeting has been scheduled, any objections must be presented in writing at that time. The objections stated must pertain both to form and substance of the bid document. Failure to object in accordance with the above procedure shall constitute a waiver on the part of the bidder to protest the solicitation. All concerns, questions, clarifications, or other correspondence must be directed only to the City of Raleigh Procurement Manager. Information obtained from other sources will not be considered in the evaluation and award of this bid.

12. SUBMITTING A PROTEST TO THE BID AWARD:

A Bidder wishing to express a concern or complaint, and file a protest to a Bid Award, must submit in writing the reasons, information, and documentation for the protest, to the Procurement Manager within 48 hours (two business days) from the date of the Notice of Intent to Award. In the event of a protest, the Procurement Manager will notify the Chief Financial Officer and the City Manager of the protest and provide the information for both the recommended award and the protest. The City Manager will make a final decision for the bid award. The protesting bidder may appeal the decision to the City Council.

13. FAILURE TO BID:

If the bid is not submitted, bidder should return the attached "NO BID RESPONSE" sheet, stating the reasons therefore, and indicate whether the business should be retained or removed from the City's Bidder's list.

14. ERRORS IN BIDS:

Bidders or their authorized representatives are expected to understand the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidders own risk. In case of an error in the extension of prices on the bid, the unit price shall govern.

15. ALTERNATE BIDS:

DO NOT submit alternate bids unless called for on the bid proposal form. Alternate bids are those that are not identical by manufacturer and model to what is specified or has substantially different specifications. When alternate bids are requested, the bidder

must submit documentation as a part of the bid to show that the product is comparable to the item(s) referred to in the specifications. Bidders may submit multiple bids on various manufacturers' brands/models meeting specifications if no specific manufacturer/model has been specified.

16. BID OPTIONS:

The City reserves the right to request pricing on optional equipment or additional items along with the pricing for the main or primary product or items. At the discretion of the City, some or all of the options requested may or may not be added and purchased based upon necessity and the availability of budgeted funds. The Bid Award will be made to the lowest responsible bidder for the main or primary product or items listed on the Bid Proposal Form. Pricing for any additional options will be requested in a separate section of the bid and will not be included in the determination of the Bid Award.

17. QUANTITIES:

The City of Raleigh reserves the right to adjust quantities as needed, and to add additional items and/or products as needed, as determined to be in the best interest of the City. The quantities stated herein, for term or multi-year contracts are estimated, and may change to be more or less over the term of the contract.

18. PRICE ADJUSTMENTS:

For Bids with fixed price contract periods, it is the City's intent to contract at a fixed price for a period of one (1) year, with an option to extend the contract for three (3) additional one (1) year periods. The price proposed by the Bidder is to remain fixed for the first 1-year (12-month) period of the contract.

Any requested price increase must be fully documented and submitted to the Bid Agent or the Procurement Manager at least sixty (60) days prior to the bid contract expiration date. Any approved price adjustment (increase or decrease) will then become effective beginning the next term period.

The City reserves the right to accept or to refuse any documented price adjustment submitted by the Supplier/contractor for any reason as determined to be in the best interest of the City. In the event the City does not accept the proposed price adjustment for the extended term, the Bid contract will not be renewed, and the City will rebid the product or item(s). Any Bid contract extension is subject to the continuation of need and usage by the City and the appropriation of funds.

19. TERMINATION OF CONTRACT RESULTING FROM THIS ITB:

The City of Raleigh reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Supplier to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the City will provide written notice to the Supplier, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

1. The Supplier provides product that does not meet reasonable quality standards and is not remedied in a timely manner.
2. The Supplier fails to ship the products or provide the delivery within a reasonable amount of time;
3. The City has reason to believe the Supplier will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Supplier fails to respond.
4. The Supplier fails to observe any of the material terms and conditions of the Contract.
5. The Supplier fails to follow the established procedure for ordering and invoicing as established by the City and the Supplier in the Contract.
6. The Supplier fails to report quarterly sales;
7. Upon receipt of the written notice of concern, the Supplier shall have ten (10) business days to provide a satisfactory response to the City. Failure on the part of the Supplier to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within thirty (30) days, contract will be terminated.
8. Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the City. The City reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Supplier is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.
9. The City reserves the right to cancel or suspend the use of any Contract resulting from this ITB if the Supplier files for bankruptcy protection or is acquired by an independent third party. Awarded Supplier will be responsible for disclosing to the City any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.
10. The City may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.
11. Events of Automatic termination to include, but not limited to:
 - a. Supplier's failure to remedy a material breach of a Contract resulting from this ITB within thirty (30) days of receipt of notice from the City specifying in reasonable detail the nature of such breach; and/or,
 - b. Receipt of written information from any authorized agency finding activities of the Supplier engaged in pursuant to a

Contract resulting from this ITB to be in violation of the law.

20. CONTRACT EXTENSIONS:

The City reserves the right to extend all bid contracts for up to three (3) additional one (1) year periods from the date of the award of the original bid, if agreed upon in writing by the contracted Supplier. The contract extension(s) may be for additional quantities or for an additional time period as agreed.

21. TRADE SECRETS:

This Bid document and all Bidders' responses and proposals received are considered public information, except for trade secrets specifically identified in writing by the Bidder, which will be handled according to State Statute or other laws. Any section of the bidder's response package that is deemed to be a trade secret by the bidder shall be submitted in an envelope clearly marked "TRADE SECRET INFORMATION- DO NOT DISCLOSE." The City shall make a good faith effort to protect such confidential information.

22. BID TABULATIONS:

Bidders wishing to obtain a bid tabulation prior to the award of the bid may view and download tabulations from the eVP. Follow the steps provided at the Viewing and Responding to Solicitations in eVP / [Viewing Bid Tabulations and Awards in eVP](#).

23. TERMS AND CONDITIONS:

Acceptance of the City's Purchase Order includes acceptance of all applicable Terms and Conditions. The City's Purchase Order Terms & Conditions are provided below for your information.

CITY OF RALEIGH PURCHASE ORDER TERMS & CONDITIONS

Supplier quotes or proposals are referenced for scope only.

City of Raleigh Purchase Order Terms & Conditions exclusively governs this purchase.

1. All invoices are to be sent by email to: accountspayable@raleighnc.gov or mail or deliver all invoices to the **City of Raleigh, Accounts Payable, PO Box 590, Raleigh NC 27602-0590.**
2. **Important: All invoices must include a unique invoice number and this Purchase Order number.** Invoices submitted without the unique invoice number or without the correct purchase order number will result in delayed payment.
3. Invoices for partial deliveries must be indicated as such.
4. The Supplier must provide separate invoices for each Purchase Order number.
5. **The City of Raleigh is not exempt from North Carolina State Sales Tax, Wake County Sales Tax, and Wake County Prepared Meals and Hotel Room Taxes.** These taxes must be correctly invoiced to the City for payment. Taxes shown on the purchase order are approximate.
6. The City of Raleigh is exempt from Federal Excise Tax. If any form of such tax is billed on the invoice, it must be shown as a separate item. Tax Exemption Certificates will be furnished upon request.
7. Payment term discounts will be deducted as provided for on the front of this Purchase Order or in accordance with the terms of your official quotation or bid. **Net purchases will be paid 30 days from the date of your invoice, or upon acceptance of goods whichever is later.**
8. **Important: All packages must bear the correct Purchase Order number on the outside of each package or shipping container.**
9. The City of Raleigh will not be responsible for any goods delivered without a Purchase Order having been issued.
10. The conditions of this order cannot be modified except by written amendment in the form of a "Corrected Purchase Order" which has been approved by the City of Raleigh's Purchasing Manager.
11. Any rejected materials will be returned to the Supplier at the Supplier's risk and expense.
12. In the event of a Supplier's failure to deliver or perform as specified, the City reserves the right to cancel the order or any part thereof, without prejudice to its other rights. The Supplier agrees that the City may return part or all of any shipment and may charge the Supplier with all reasonable losses or expenses sustained as a result of such failure to deliver or perform.
13. In case of default of the contractor, the City may procure the articles or services from other sources and charge the Supplier damages for any excess costs or other damages caused by the default.
14. It is agreed that the goods, materials, equipment or services provided shall comply with all Federal, State or local laws, and that the Supplier shall defend actions or claims brought, and save harmless the City, and/or its officials or employees, from loss, cost or damage by reason of actual or alleged failure to comply with such laws.
15. All prices must be F.O.B. Destination and delivered to the destination indicated on the front of the purchase order. Where specific purchase is quoted or negotiated F.O.B. Shipping Point, the Supplier is to prepay the shipping charges and add them to the invoice.
16. The risk of loss and damage to the goods which are the subject of this order shall be the Supplier's until the goods are delivered to the destination set out in the order and accepted by the purchaser or its representative.
17. The Supplier acknowledges that it is the policy of the City of Raleigh to avoid commercial promotion of products used by the City or the Suppliers of such products. The Supplier accordingly agrees not to solicit, use, or disseminate commercial advertisement founded upon the City's purchase and/or use of the goods which are the subject of this order, and specifically agrees not to seek or use for advertising purposes the endorsement of goods or products by City officers or employees.
18. The City may, at any time, insist upon strict compliance with these terms and conditions, notwithstanding any previous customer, practice or course of dealing to the contrary. **Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order.**
19. All matters relating to this Purchase Order shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.
20. Notwithstanding any other provisions of this Purchase Order, this Purchase Order and all materials submitted to the City by the Supplier are subject to the public records laws of the State of North Carolina and it is the responsibility of the

Supplier to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Supplier understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Purchase Order. To the extent that any other provisions of this Purchase Order conflict with this paragraph, the provisions of this section shall control.

21. **Non-discrimination** – To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance. The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Purchase Order.
22. **Insurance** – If performing services under this Purchase Order the Supplier agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Purchase Order the following coverages and limits. The requirements contained herein, as well as City’s review or acceptance of insurance maintained by Supplier is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Supplier under this Purchase Order:
- a. **Workers’ Compensation Insurance** - Supplier agrees to maintain Worker’s Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with limits of no less than \$1,000,000 each accident, each employee and policy limit.
 - b. **Commercial General Liability** - Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
 - c. **Commercial Automobile Liability** - Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Supplier does not own automobiles, Supplier agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Purchase Order and/or are brought on a COR site.
 - d. **Additional Insured** - Supplier agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read ‘City of Raleigh as its interest may appear’.
 - e. **Umbrella or Excess Liability** - Supplier may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Supplier agrees to endorse City of Raleigh as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.
 - f. **Professional Liability** - Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City. The City reserves the right to require a Certificate of Insurance meeting the minimum coverage and requirements of this section. Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Supplier’s insurer. If Supplier receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Supplier agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The certificate holder address should read:

City of Raleigh
Post Office Box 590
Raleigh, NC 27602

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh’s Risk Manager.

23. **Indemnity** – To the fullest extent permitted by law, except to the extent caused by the sole negligence or willful misconduct of the City, the Supplier shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to

any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Purchase Order, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Supplier in the performance of this Purchase Order. This representation and warranty shall survive the termination or expiration of this Purchase Order. The Supplier shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Purchase Order.

24. **Intellectual Property** - All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of services under this Purchase Order shall be the property of the City. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Supplier's performance of services under this Purchase Order shall vest in the City. Works of authorship and contributions to works of authorship created by the Supplier's performance of services under this Purchase Order are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.
25. **Force Majeure** - Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Except at otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Purchase Order, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Purchase Order must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Purchase Order by this provision.
26. **Cancellation** - The City may terminate this Purchase Order at any time by providing written notice to the Supplier. Supplier shall cease performance immediately upon receipt of such notice. In the event of early termination, Supplier shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Supplier under this section exceed the total amount due Supplier under this Purchase Order.
27. **Miscellaneous** - The Supplier shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Purchase Order and will reimburse the City for the replacement value of its loss or damage. The Supplier shall be considered an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Supplier represents that it has, or will secure at its own expense, all personnel required in performing the services under this Purchase Order. Such employees shall not be employees of or have any individual contractual relationship with the City.
28. **E-Verify** - I understand that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NC G.S. §64-25 et seq. I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of my knowledge, any subcontractors employed by me as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.
29. **Iran Divestment Act Certification** - Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to NC G.S. §147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and NC G.S. §147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
30. **Companies Boycotting Israel Divestment Act Certification** - Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to NC G.S. §147-86.81.

REFERENCES

Provide at least three (3) references, other than the City of Raleigh, for which your company has provided goods and services of substantially the same features and quantity to those solicited herein. References shall be checked during the evaluation period to determine that the goods provided are substantially similar to those bid herein and that the supplier’s performance has been satisfactory. Information obtained will be considered in evaluation of the bids. Bidders are cautioned to provide accurate information. Misleading information presented in the references may result in a rejection of the proposal.

1. **Agency or Company Name** _____

Business Address _____

Contact Person _____

Contact Telephone Number _____

Contact E-Mail Address _____

2. **Agency or Company Name** _____

Business Address _____

Contact Person _____

Contact Telephone Number _____

Contact E-Mail Address _____

3. **Agency or Company Name** _____

Business Address _____

Contact Person _____

Contact Telephone Number _____

Contact E-Mail Address _____