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| **Contract #: {---Contract Number---}** | **CCPA Technology Products and Related Services** |
| **Effective Date:** **{---Effective Date---}** | **City Vendor#: {---Vendor Number---}** |
| **Between the City of Charlotte (“City”) and** {---**Vendor Legal Name**---}, (“{---**Vendor Reference Name**---}”) | |
| This cover sheet (“**Cover Sheet**”) and each of the attachments listed below (“**Attachments**”) together comprise a CCPA Technology Products and Related Services (the “**Contract**”) entered into as of the **Effective Date**, between {---**Vendor Legal Name**---} a {---Vendor State of Incorporation---} {---Vendor Entity Type---} registered to do business in North Carolina and the City of Charlotte, a North Carolina municipal corporation: | |
| Attachment A - Service Terms  Attachment B - General Conditions  Attachment C - Pricing Worksheet  Attachment D - Scope of Services  Attachment E - Federal Contracting Terms  Attachment F - Federal Transit Contracting Terms | Attachment G - DBE Provisions and Forms  Attachment H - Federal Aviation Contracting Terms  Attachment I - Certification Regarding Debarment  Attachment J - Byrd Anti-Lobbying Certification  Attachment K - Confidentiality Terms |
| **Term**: This Contract will start on the **Effective Date** and continue through midnight on {---Expiration Date---} through (the “**Initial Term**”). | **Renewals**: The City will have the option to renew this Contract for up to {---Number of Renewal Terms---} one-year terms by giving notice to {---Vendor Reference Name---}. |
| **Services.** {---Vendor Reference Name---} agrees to perform the services described in the Attachments (“Services”) under the terms and conditions set forth in this Contract.  **Compensation**. The City will pay for the Services at the rates set forth in the Price Schedule. These rates shall remain firm for the duration of this Contract unless otherwise stated in the Price Schedule.  **Capitalized terms used in this Contract have the meanings assigned in this Contract** | **Email invoices to:** [cocap@charlottenc.gov](mailto:cocap@charlottenc.gov) |
| -or-  Mail invoices to the following: |
| City of Charlotte A/P |
| Attn: |
| P.O. Box 37979 |
| Charlotte, NC 28237-7979 |
| Each invoice shall include the purchase order number and Contract Number and shall be accompanied by a sales tax statement *or* shall have the sales tax amount shown clearly, along with the invoice total, on the face of the invoice. |
| **Vendor Business Contact** | **City Business Contact** |
| {---Vendor Primary Contact Name---} | Christina Hollonquest |
| {---Vendor Legal Name---} | City Procurement |
| {---Vendor Street1---} {--Vendor Street2--} | 600 East 4th Street |
| {---Vendor City---}, {---Vendor State/Province---} {---Vendor Postal Code---} | Charlotte, NC 28202 |
| Phone: {---Vendor Office Phone---} | Phone: 980-416-0107 |
| Email: {---Vendor Email Address---} | Email: [Christina.Hollonquest@charlottenc.gov](mailto:Christina.Hollonquest@charlottenc.gov) |
| By signing below, the parties accept and agree to the terms set forth in this Contract. | |
| **{---Vendor Legal Name---}** | **City of Charlotte** |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name: \_  Title: \_\_\_ Date: \_\_\_\_ \_ | Signature: \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_  Print Name:  Title: Date: |

**ATTACHMENT A - SERVICE TERMS**

This Attachment is incorporated into the CCPA Technology Products and Related Services (“**Contract**”) between the City of Charlotte (“**City**”) and {---Vendor Legal Name---} (“{---**Vendor Reference Name**---}” or “the Company”). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract**.**

1. **Services**. {---Vendor Reference Name---} agrees to perform the services described in the Scope of Services Attachment (the “Services”). Additional Scope of Services Attachments may be added to this Contract by a written amendment, and once added shall become part of the “Services.”
2. **Expenses** {---Vendor Reference Name---} shall not be entitled to charge the City for any travel, mileage, meals, materials, or other costs or expenses associated with this Contract.
3. **Premium Rates**. Unless explicitly listed in the Price Schedule, {---Vendor Reference Name---} will not charge the City at overtime, emergency, or other premium rates, regardless of the number of hours worked in a given day or week.
4. **Billing Records**. During the term of this Contract and for three (3) years after it terminates, {---Vendor Reference Name---} will keep documentation sufficient to verify the amounts billed to the City. The City has the right to audit {---Vendor Reference Name---} ’s timecards, invoices, reports and other documents relating to amounts charged under this Contract and will not be required to pay for: (a) any time billed that was excessive in light of the result achieved, or (b) any Services that did not meet the standards and requirements referenced in this Contract. {---Vendor Reference Name---} agrees to make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday, within ten (10) days after the City requests them. The City shall pay its own expenses relating to such audits but shall not have to pay any expenses or additional costs of the {---Vendor Reference Name---}. However, if non-compliance is found that would have cost the City in excess of $10,000 but for the audit, then the {---Vendor Reference Name---} shall be required to reimburse the City for the cost of the audit.
5. **Employment Taxes and Employee Benefits**. {---Vendor Reference Name---} acknowledges and agrees that {---Vendor Reference Name---}’s employees and subcontractors are not employees of the City. {---Vendor Reference Name---} represents, warrants, and covenants that {---Vendor Reference Name---} will pay all withholding tax, social security, Medicare, unemployment tax, worker’s compensation, and other payments and deductions that are required by law relating to provision of the Services. {---Vendor Reference Name---} shall indemnify, defend, and hold harmless the City and the City’ officials, employees and agents from and against any and all claims, losses, damages, fines, penalties, obligations, liabilities and expenses, including but not limited to reasonable attorneys' fees arising from {---Vendor Reference Name---} any claim that an individual performing the Service is an employee of the City.
6. **City Ownership of Work Product**. The City will have exclusive ownership of all reports, documents, designs, ideas, materials, concepts, plans, creative works, software, data, programming code and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the “Intellectual Property”). {---Vendor Reference Name---} hereby assigns and transfers all rights in the Intellectual Property to the City. {---Vendor Reference Name---} further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain, and enforce the City’s rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. {---Vendor Reference Name---} hereby appoints the City as attorney in fact to execute all such assignments and instruments and agrees that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.
7. **License to Use Intellectual Property**. The City grants {---Vendor Reference Name---} a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. {---Vendor Reference Name---} may not to use the Intellectual Property for other purposes without the City’s prior written consent, and {---Vendor Reference Name---} agrees to treat the Intellectual Property and all City data with the same level of protection that {---Vendor Reference Name---} afford {---Vendor Reference Name---}’s own trade secrets and intellectual property**.**
8. **Contract Data.** The City shall have exclusive ownership of the following (collectively referred to as “Contract Data”): (a) all data produced or generated under this Contract for the benefit of the City or its customers; and (b) all data provided by, accessed through, or processed for the City under this Contract. {---Vendor Reference Name---} will promptly provide the Contract Data to the City in machine readable format upon the City’s request at any time while this Contract is in effect or within three years after this Contract terminates.
9. **Company Will Not Sell or Disclose Contract Data.** {---Vendor Reference Name---} will treat Contract Data as Confidential Information under this Contract. {---Vendor Reference Name---} will not reproduce, copy, duplicate, disclose, or use the Contract Data in any manner except as authorized by the City in writing or expressly permitted by this Contract.
10. **Supporting Data.** If {---Vendor Reference Name---} will be providing work product under this Contract that is based on an analysis of data {---Vendor Reference Name---} will provide the City with all data supporting {---Vendor Reference Name---} ’s analysis (“Supporting Data”) in a machine-readable format, together with a written description of the methods of analysis. Excluding Confidential Information of {---Vendor Reference Name---} (as defined in this Contract), the City shall be permitted to reproduce, copy, duplicate, disclose, or use the Supporting Data for any purpose, and it shall be treated as a public record under North Carolina law.
11. **City Resources**. The City is not required to provide any information, personnel, facilities, or other resources aside from what is specifically required in the Scope of Service unless the City can do so at no cost. When this Attachment requires the City to provide a resource, {---Vendor Reference Name---} shall request it in writing in a timely manner. If {---Vendor Reference Name---} will be delayed in performing due to any failure by the City to provide a resource required by this Contract, {---Vendor Reference Name---} shall promptly notify in writing both the City Business Contact and Official Notice Recipients identified in the General Conditions. Failure or delay by the City to provide required resources will not excuse {---Vendor Reference Name---} from any failure or delay in performance unless {---Vendor Reference Name---} has followed these steps. The duration of any excused delay will be limited to the time period after {---Vendor Reference Name---} has followed these steps.
12. **Compensation for Termination Without Cause**. If the City terminates this Contract without cause, the City shall pay {---Vendor Reference Name---} for Services rendered through the date of termination at the rates set forth in the Price Schedule. The City’s obligation to make such payments is conditioned upon {---Vendor Reference Name---} having complied with the Section of General Conditions captioned “Obligations On Termination,” and is subject to the City’s right to inspect billing records and dispute any charges as provided under this Attachment.
13. **Removal and Replacement of Personnel**. “Key Personnel” are the individuals listed as such on the Scope of Service, and any other individuals whom the City reasonably deems integral to successful performance of the Services. Absent the City’s written approval, {---Vendor Reference Name---} will not: (i) remove Key Personnel from performance of this Contract or permit {---Vendor Reference Name---}’s subcontractors to remove Key Personnel from performance of this Contract; or (ii) materially reduce or allow {---Vendor Reference Name---}’s subcontractors to materially reduce the involvement of Key Personnel in performing this Contract. The City will have the right to interview and approve Key Personnel, and also to require the removal and replacement of Key Personnel if the City has reasonable grounds to believe that the individual is not suitable for the assignment, including without limitation insufficient experience, inadequate qualifications, lack of necessary skills, improper conduct, background check results, or other grounds. Upon receipt of a request for rejection, removal, or replacement of an individual, {---Vendor Reference Name---} will promptly comply with the request and provide the City with the requisite background materials for a proposed alternate or successor. If {---Vendor Reference Name---} does not believe the City has reasonable grounds for making the request, {---Vendor Reference Name---} will notify the City in writing and the City will have the right to exercise its termination rights under the Contract, or to suspend the Contract and any payments due until such matter is resolved.
14. **Regeneration of Lost or Damaged Data**. If {---Vendor Reference Name---} loses or damages any data in the City’s possession, {---Vendor Reference Name---} will, at {---Vendor Reference Name---}’s own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at {---Vendor Reference Name---}’s own expense, a new machine-readable copy of lost or damaged data from the City’s data sources.
15. **City Materials and Data Treated as Confidential**. {---Vendor Reference Name---} will treat as confidential information all data and materials provided by or processed for the City in connection with this Contract. {---Vendor Reference Name---} will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Contract.
16. **Background Checks**.
    1. BACKGROUND CHECKS REQUIRED PRIOR TO WORK. Prior to starting work under this Contract, {---Vendor Reference Name---} will conduct a background check on each {---Vendor Reference Name---} employee assigned to work under this Contract and will require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the “Background Checks”). Each Background Check must include: (a) the person’s criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a reference check.
    2. NEW CHECKS REQUIRED EACH YEAR AND PRIOR TO NEW PROJECTS. After starting work under this Contract, {---Vendor Reference Name---} will, on an annual basis, perform a Background Check for each {---Vendor Reference Name---} employee assigned to work under this Contract during that year, and will require its subcontractors (if any) to do the same for each of their employees. If {---Vendor Reference Name---} undertakes a new project under this Contract, then prior to commencing performance of the project {---Vendor Reference Name---} will perform a Background Check for each {---Vendor Reference Name---} employee assigned to work on the project and will require its subcontractors (if any) to do the same for each of their employees.
    3. ADDITIONAL INVESTIGATION OF CERTAIN EMPLOYEES. If a person’s duties under this Contract fall within the categories described below, the Background Checks that {---Vendor Reference Name---} will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:
       1. If the job duties require driving: A motor vehicle records check.
       2. If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.
       3. If job duties include entering a private household or interaction with children: A sexual offender registry check.
    4. COMPLIANCE WITH APPLICABLE LAW. {---Vendor Reference Name---} must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.
    5. DUTY TO REPORT INFORMATION TO CITY. {---Vendor Reference Name---} shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.
    6. CHECKS CONDUCTED BY CITY. The City may conduct its own background checks on principals of {---Vendor Reference Name---} as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.
17. **Terms Applicable to Purchases made by the City’s Aviation Department:**
    1. **MANAGEMENT AND REPORTING TOOLS**. {---Vendor Reference Name---} agrees to utilize any project or change management or reporting tools, as required by the City in its sole discretion. Specifically, {---Vendor Reference Name---} may be required to use a City adopted web‐based project control software (“e‐Builder”) for records retention and management of all Work documentation. Information on e‐Builder can be found at www.e‐builder.net. City will provide access and technical service for five (5) e‐builder licenses at no cost to the {---Vendor Reference Name---}. The City will provide training at no cost to the {---Vendor Reference Name---}.

{---Vendor Reference Name---} further agrees to report payments and all other information related to the CBI and DBE Program as may be required or requested by the City, and to submit this documentation into the InclusionCLT system, or subsequent software platform provided by the City, or in such other manner as may be prescribed, and further require that its Subcontractors provide such documentation and information through the same system.

* 1. **COMPLIANCE WITH SECURITY MEASURES. To the extent applicable based on the scope of the work provided by Company,** Company acknowledges and agrees that:
  + 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 (“Security Plan”) and enforced by the Transportation Security Administration;
  + 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;
  + 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; and
  + 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.
  + Company shall comply 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](http://www.cltairport.com/credentialing)

**ATTACHEMENT B - GENERAL CONDITIONS**

This Attachment is incorporated into the CCPA Technology Products and Related Services (“Contract”) between the City of Charlotte (“City”) and {---Vendor Legal Name---} (“{---Vendor Reference Name---}” or “the Company”). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **PRIORITY OF ATTACHMENTS.** In the event of a conflict among the Attachments, the Federal Contracting Terms shall have first priority, and all other Attachments shall have priority in the order in which they are listed on the Cover Sheet.
2. **Invoices**. Each invoice sent by {---Vendor Reference Name---} shall detail all Services performed and delivered which are necessary to entitle {---Vendor Reference Name---} to the requested payment under the terms of this Contract. All invoices must include an invoice number and the City purchase order number for purchases made under this Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.
3. **Payment Terms**. The City will pay undisputed, properly submitted invoices within thirty (30) days after receipt. As a condition of payment, {---Vendor Reference Name---} must invoice the City for Services within sixty (60) days after the Services are performed. {---Vendor Reference Name---} WAIVES THE RIGHT TO CHARGE THE CITY FOR ANY SERVICES THAT HAVE NOT BEEN INVOICED WITHIN SIXTY (60) DAYS AFTER SUCH SERVICES WERE RENDERED.
4. **TERMINATION FOR CONVENIENCE.** For any reason or no reason, the City may terminate this Contract at any time by giving thirty (30) days written notice to {---Vendor Reference Name---}. The City shall only pay for Products and Services rendered through the date of termination, subject to Company’s compliance with Section 8 (Obligations on Termination Section). {---Vendor Reference Name---} shall terminate and/or cancel all subcontracts and orders outstanding for such services and products that it is legally entitled to cancel.
5. **TERMINATION FOR CAUSE.** Without limiting any other termination rights set forth in this Contract, either party may terminate this Contract for default if the other party fails to cure a material breach or fails to fulfill its duties, covenants, or obligations as described in the Contract within thirty (30) days after receipt of written notice that identifies the breach and the intent to terminate if not cured.  In addition, the City may terminate this Contract for default without a cure period if {---Vendor Reference Name---}:
   1. makes a misrepresentation or provides misleading information in connection with the solicitation, or any provision contained in this Contract;
   2. attempts to assign, terminate or cancel this Contract except as prescribed;
   3. ceases to do business, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party’s assets or properties; or
   4. acts in a way that creates a risk to safety or causes or is likely to cause the City to incur property damage, fines, or penalties.
6. **TERMINATION CONVERSION**. If the Contract is terminated by the City for cause but it is later conclusively determined that the {---Vendor Reference Name---} has not in fact defaulted, the termination shall be deemed to have been affected for the convenience of the City and the {---Vendor Reference Name---} shall be paid through the date of the termination.
7. **AUTHORITY TO TERMINATE**. Authority to terminate this Contract on behalf of the City rests with the City Manager and Deputy City Manager, or any designee of the forgoing having the same level of delegated signature authority as would have been required to execute the Contract.
8. **OBLIGATIONS ON TERMINATION**. Upon expiration or termination of this Contract, {---Vendor Reference Name---} will promptly provide to the City, at no cost, (i) all data, materials, software, and equipment provided to {---Vendor Reference Name---} by or on behalf of the City; (ii) all deliverables that are completed or in process as of the date of termination; and (iii) a statement of all Services performed through termination, together with such detail and documentation as is otherwise required under this Contract for payment. The expiration or termination of this Contract shall not relieve either party of its obligations regarding “Confidential Information”, as defined in the Section titled Confidentiality Terms. Any termination shall not relieve {---Vendor Reference Name---} of the obligation to pay any fees, taxes or other charges then due to the City. Termination shall not relieve the {---Vendor Reference Name---} from any claim for damages previously accrued or then accruing against {---Vendor Reference Name---}. In the event that the City disputes in good faith an allegation of default by {---Vendor Reference Name---}, notwithstanding anything to the contrary in this Contract, the {---Vendor Reference Name---} agrees that it will not terminate this Contract or suspend or limit the delivery of the Work or any warranties or repossess, disable or render unusable any Software supplied by the {---Vendor Reference Name---}, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
9. **REPRESENTATIONS AND WARRANTIES.** {---Vendor Reference Name---} represents, warrants, and covenants that: (a) all Services and deliverables will meet and comply with Contract requirements, applicable law, and accepted industry standards; (b) each person providing the Services has the qualifications, skills, experience, and knowledge necessary to perform the tasks assigned; (c) no services or deliverables provided under this Contract will infringe or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property rights of any third party; (d) neither the execution nor the performance of this Contract will violate any third party contractual rights; (e) {---Vendor Reference Name---} is a duly organized and validly existing entity of the type set forth in the first paragraph of this Contract, is in good standing under the laws of the state specified in the first paragraph of this Contract, and is registered to do business in North Carolina; and (f) {---Vendor Reference Name---} has the requisite power and authority to execute and perform this Contract. {---Vendor Reference Name---} and each person signing this Contract for {---Vendor Reference Name---} represents and warrants that the execution, delivery, and performance of this Contract have been duly authorized by {---Vendor Reference Name---}. Additional warranties may be set forth in the Attachments.
10. **REMEDIES.** 
    1. **Right to Withhold Payment**. At the non-breaching party’s election, {---Vendor Reference Name---} and the City are each entitled to setoff and deduct from any amounts owed to the other party under this Contract all damages and expenses incurred due to the other party’s breach. If {---Vendor Reference Name---} breaches any provision of this Contract, the City may elect to withhold a portion of or all payments due until the breach has been fully cured. The City may obtain performance of the Work elsewhere.
    2. **Misappropriation or Infringement Breach**. In the event of a violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the work provided under this Contract, in addition to the indemnification obligation under the Contract, {---Vendor Reference Name---} shall (i) procure the right for the City to use the infringing product or service; or (ii) repair or replace the infringing product or service so that it is no longer infringing so long as such modification does not adversely affect the Contract.
    3. **Other Remedies**. The election of one remedy does not waive other legal or equitable remedies that a party may pursue. The remedies enumerated herein are in addition to any other remedy available at law or in equity, such as the right to cover.
11. **INDEMNIFICATION.** To the fullest extent permitted by law, {---Vendor Reference Name---} shall indemnify, defend, and hold harmless the City and the City’ officials, employees, and agents from and against any claims, losses, damages, fines, penalties, royalties, obligations, liabilities, and expenses, including but not limited to reasonable attorneys' fees to the extent that they arise from actual or alleged:
    1. Breach of contract, negligence or willful misconduct by {---Vendor Reference Name---} or any of {---Vendor Reference Name---}’s agents, employees, or subcontractors, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness, or disease to any person(s) or damage to or destruction of any property whether real, personal, or intangible, and including data and other intellectual property;
    2. Violation of any federal, state, or local law, ordinance, rule, regulation, guideline, or standard by {---Vendor Reference Name---} or its employees or subcontractors, or by any service, product, or deliverable provided under this Contract;
    3. Violation, misappropriation, or infringement of any copyright, trademark, patent, trade secret, or other proprietary rights with respect to any services products or deliverables provided under this Contract (“Infringement Claims”);

If an Infringement Claim occurs, {---Vendor Reference Name---} will either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If {---Vendor Reference Name---} is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, {---Vendor Reference Name---} shall promptly refund to the City all amounts paid under this Contract.

In any case in which {---Vendor Reference Name---} provides a defense to the City pursuant to this indemnity, the defense will be provided by attorneys reasonably acceptable to the City. The provisions of this Contract regarding indemnity will survive the expiration or termination of this Contract.

If this Contract is funded in full or in part by federal funds, the indemnity rights granted to the City in this Contract shall also extend to the U.S. Government agency that extends such funding, and to the agency’s officers, officials, employees, agents, and independent contractors (excluding {---Vendor Reference Name---}.

1. **INSURANCE.** {---Vendor Reference Name---} shall provide and maintain at its expense during the term of this Contract the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) qualified to do business in North Carolina, have a rating at least “A- “by A.M. Best, and be satisfactory to the City as approved by the City's Risk Management Division. Evidence of such programs satisfactory to the City shall be delivered to the City on or before the effective date of this Contract and prior to commencing any work hereunder.  Such policy shall list “City of Charlotte, 600 East Fourth St. Charlotte, NC 28202” as an additional insured for operations or services, rendered under this Contract. City is to be given written notice within thirty (30) days of any termination of any program of insurance.

{---Vendor Reference Name---} ‘s insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from {---Vendor Reference Name---} ‘s operations under this Contract. If any of the coverage conditions are met by a program of self-insurance, {---Vendor Reference Name---} must submit evidence of the right to self-insure as provided by the State of North Carolina.

{---Vendor Reference Name---} and each of its subcontractors shall and does waive all rights of subrogation against the City and each of its indemnified parties. The City shall be exempt from, and in no way liable or responsible for any sums of money that may represent a deductible or self-insured retention in any insurance policy of the Company or its subcontractors.

The following insurance is required under this Contract:

(a) Automobile Liability

Evidence of current automobile insurance (attach copy of automobile policy declaration page(s)) or submit a current certificate of insurance, showing the vehicles covered and coverage amounts as the appropriate one of the following:

1. If {---Vendor Reference Name---} owns or leases commercial vehicles to provide goods or perform a service under this Contract, Automobile Liability must be provided at a limit of not less than $1,000,000 per occurrence/aggregate, combined single limit, each occurrence, for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.
2. If {---Vendor Reference Name---} does not own or lease any vehicles but is using their personal vehicles to perform a service under this Contract, primary Personal Automobile Liability may be provided at limits not less than $100,000 each person, $300,000 each accident and property damage liability of $50,000.
3. If {---Vendor Reference Name---} does not own or lease any vehicles but has employees using their vehicles to provide goods or perform a service under this Agreement, Company must provide hired/non-owned automobile liability coverage at a limit of not less than $1,000,000 per occurrence aggregate.
4. If {---Vendor Reference Name---} is trucking fuel or hauling potential pollutants, the Automobile Liability coverage shall be broadened to include pollution coverage on covered autos, and a copy of endorsement CA 99 48 shall be provided to the City. Company must also supply the City with evidence of motor carrier endorsement MCS-90 as required by the Federal Motor Carrier Safety Administration’s Motor Carrier Act.
5. If the Company will be operating vehicles in the Aircraft Operation Area (“AOA”), the aforementioned insurance limits shall be no less than $5,000,000 for all the categories as described above.

**(**b) Commercial General Liability

Insurance with a limit not less than $1,000,000 per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability. If the Company will be performing work in the Aircraft Operation Area (“AOA”), all commercial general liability insurance shall increase to $5,000,000 per accident, combined single limit, each occurrence.

(c) Workers’ Compensation Insurance

Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and, Employers’ Liability - $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit. If {---Vendor Reference Name---} does not employ more than 2 full time employees, {---Vendor Reference Name---} must attest this fact on company letterhead and include such letter in this Contract.

(d) Network Security and Privacy Liability

Network Security and Privacy Liability as shall protect the Company and its employees from claims alleging from the failure: (1) to provide adequate electronic or physical security to safeguard against the theft, loss or other threat to confidential information; or, (2) to protect information of City of Charlotte in any format. This policy shall be specific to the performance of this Contract and shall provide combined single limit $2,000,000 each occurrence/aggregate. Policy will include acts of rogue employees and have a retroactive date of no later than the first date services under this contract are to be performed.

**NOTICE**. Any notice, consent, waiver, authorization, or approval referenced in this Contract must be in writing, and delivered in person, by U.S. mail, overnight courier or electronic mail to the City and {---Vendor Reference Name---} Contacts identified on the Cover Sheet (or as updated in writing from time to time)**.** Notice of breach, default, termination, prevention of performance, delay in performance, modification, extension, or waiver must also be copied to the recipients listed below (the “**Official Notice Recipients**”), and if sent by electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier:

|  |  |  |
| --- | --- | --- |
| **Shelia Anderson** | **Mandana Vidwan** | |
| City Procurement | City Attorney | |
| 600 East Fourth Street | 600 East Fourth Street | |
| Charlotte, NC 28202 | Charlotte, NC 28202 | |
| 980-390-7444 | 704-336-2254 | |
| [shelia.Anderson@charlottenc.gov](mailto:shelia.Anderson@charlottenc.gov) | [Mandana.Vidwan@charlottenc.gov](mailto:Mandana.Vidwan@charlottenc.gov) | |
| **Vendor Legal Name** | |
| {---Vendor Reference Name---} | |
| {---Street Address---} | |
| {---Phone---} | |
| {---email---} | |

Notice shall be effective upon receipt by the intended recipient. The parties may change their Official Notice Recipients by written notice to the other party.

1. **WORK ON CITY’S PREMISES.** Whenever on City premises, {---Vendor Reference Name---} will obey all instructions and City policies applicable to City employees and contractors that {---Vendor Reference Name---} is made aware of. If {---Vendor Reference Name---} causes damage to the City’s equipment or facilities, {---Vendor Reference Name---} will promptly repair or replace such damaged items at {---Vendor Reference Name---}’s expense.
2. **NON-APPROPRIATION OF FUNDS**. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify {---Vendor Reference Name---} of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City that is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
3. **REQUIRED BY CITY ORDINANCE:** COMMERCIAL NON-DISCRIMINATION. {---Vendor Reference Name---} agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. {---Vendor Reference Name---} consents to be bound by the award of any arbitration conducted thereunder.
4. **REQUIRED BY STATE LAW.**
   1. E-Verify. {---Vendor Reference Name---} will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and shall ensure that each of its subcontractors also do so.
   2. NC Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel. By executing this contract, {---Vendor Reference Name---} represents and warrants that it is eligible to contract with the City because it is not identified as an ineligible company on the State Treasurer’s list created pursuant to G.S. 147-86.58 or identified as a restricted company for purposes of the Israel Boycott. Company also agrees to immediately notify the City if it is identified as an ineligible company on either list at any time during the term of this Contract.
5. **Charlotte Business INClusion POLICY**. The City has adopted a CBI Policy, which is posted on the City’s website at <https://charlottenc.gov/GS/procurement/cbi/Pages/default.aspx>. The parties agree that:
   1. That Charlotte Business Inclusion Program Policy (“CBI Policy”) and its Administrative Procedures Manual (“CBI Manual”) are posted on the City’s website and available in hard copy form upon request. Both the CBI Policy and CBI Manual comprise the CBI Program.
   2. The terms of the CBI Program, as revised from time-to-time, are incorporated into this Agreement by reference; and
   3. A violation of the CBI Program shall constitute a material breach of this Agreement and shall entitle the City to exercise any of the remedies set forth in the CBI Program, including but not limited to liquidated damages.
   4. The City will incur damages if the {---Vendor Reference Name---} violates the CBI Program, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources. The parties further acknowledge and agree that the damages the City might reasonably be anticipated to incur as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the {---Vendor Reference Name---} agrees to pay the liquidated damages assessed by the City at the rates set forth in the CBI Program for each specified violation. The {---Vendor Reference Name---} further agrees that for each specified violation the agreed upon liquidated damages are reasonably proximate to the loss the City will incur as a result of such violation.
   5. Without limiting any of the other remedies the City has under the CBI Program, the City shall be entitled to withhold periodic payments and final payment due to the {---Vendor Reference Name---} under this Agreement until the City has received in a form satisfactory to the City all claim releases, payment affidavits and other documentation required by the CBI Program. In the event payments are withheld under this provision, the {---Vendor Reference Name---} waives any right to interest that might otherwise be warranted on such withheld amount under North Carolina General Statutes Section 143-134.1.
   6. The remedies set forth in the CBI Program shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
   7. The {---Vendor Reference Name---} agrees to participate in any dispute resolution process specified by the City from time-to-time for the resolution of disputes arising from the CBI Program.
   8. Nothing in this Section shall be construed to relieve {---Vendor Reference Name---} from any obligation it may have under N.C. Gen. Stat. §143-134.1 regarding the payment of subcontractors.
6. **Charlotte Business Inclusion MWSBE Utilization and reporting**
   1. SUBCONTRACTOR UTILIZATION. {---Vendor Reference Name---} has committed to subcontract for supplies and/or services from City Certified Small Business Enterprises (SBEs), and/or City Registered Minority Business Enterprises (MBEs) and Woman Business Enterprises (WBEs) for the duration of the Contract, as follows:

|  |  |
| --- | --- |
| Total MBE Utilization | 0% |
| Total WBE Utilization | 0% |
| Total SBE Utilization | 0% |
| **Total MWSBE Utilization** | 0% |

{---Vendor Reference Name---} shall not terminate, replace or reduce the work of an MWSBE without providing written notice to the city as outlined in the CBI Policy. Failure of {---Vendor Reference Name---} to fulfill these utilization requirements shall constitute a material breach of this Contract and shall entitle the City to exercise any of the remedies set forth in the CBI Policy, including but not limited to liquidated damages.

* 1. LETTERS OF INTENT. {---Vendor Reference Name---} acknowledges that it will be required to execute one or more letters of intent on or prior to the Effective Date. Each letter of intent will list the subcontractor (MWSBE) vendor name and the amount that {---Vendor Reference Name---} has committed to spend with the subcontractor. The letter(s) of intent will be submitted in such format as the City shall determine. {---Vendor Reference Name---} consents to submit its letter(s) of intent via the City’s selected electronic compliance management system, at the City’s option. The letter(s) of intent shall be deemed to be incorporated into this Contract when submitted by {---Vendor Reference Name---} and accepted by the City. Any changes to letters of intent or any new letters of intent will also be deemed incorporated into this Contract when submitted by {---Vendor Reference Name---} and accepted by the City.
  2. PAYMENTS TO MWSBEs. {---Vendor Reference Name---} shall abide by N.C. Gen. Stat. §143-134.1 (b) and within seven (7) days of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work completed or service provided under the subcontract. Furthermore, if {---Vendor Reference Name---} has made a Quick Pay Commitment under the CBI Program, {---Vendor Reference Name---} shall comply with any provisions of the Quick Pay Commitment that are more stringent than N.C. Gen. Stat. §143-134.1 (b) but shall also remain bound by N.C. Gen. Stat. §143-134.1(b).
  3. Payment REPORTING. As a condition to receiving payments under this contract, {---Vendor Reference Name---} agrees to submit any payment record into InclusionCLT, or any subsequent system designated by the city, detailing the amounts paid by {---Vendor Reference Name---} to all subcontractors and suppliers receiving payment in connection with this contract.

1. **GENERAL.** 
   1. Entire Agreement/Amendment. This Contract is the parties’ entire agreement regarding its subject matter. It supersedes all prior agreements, negotiations, representations, and proposals, written or oral. No change order, amendment, or other modification to this Contract will be valid unless in writing and signed by both {---Vendor Reference Name---} and the City. Clicking “consent” or “agree” electronically when accessing software or a website will not constitute a writing sufficient to bind the City.
   2. Relationship Of The Parties.The parties’ relationship under this Contract is solely that of independent contractors. Nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party has power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.
   3. Governing Law and Venue. North Carolina law will govern all matters relating to this Contract (without regard to North Carolina conflicts of law principles). Any legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina, other than actions to enforce a judgment.
   4. Assignment/Subcontracting. Neither party may assign or subcontract any of its rights or obligations under this Contract without prior written consent of the other party. Unauthorized assignments shall be void.
   5. Delay / Consequential Damages. The City will not be liable to {---Vendor Reference Name---}, its agents or any subcontractor for or any delay in performance by the City, or for any consequential, indirect, or special damages or lost profits related to this Contract.
   6. Severability. The invalidity of one or more provisions of this Contract will not affect the validity of the remaining provisions so long as the material purposes of the Contract can be achieved. If any provision of this Contract is held to be unenforceable, then both parties will be relieved of the unenforceable obligations, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
   7. Publicity. {---Vendor Reference Name---} may not identify or reference the City or this Contract in any advertising, sales promotion, or other materials without the City’s prior written consent of the City *except*: (i) {---Vendor Reference Name---} may list the City as a reference, and (ii) {---Vendor Reference Name---} may identify the City as a customer in presentations to potential customers.
   8. Waiver. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Contract shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.
   9. Survival. Any provision of this Contract that contemplates performance or observance subsequent to termination or expiration of this Contract shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to warranties and warranty disclaimers, intellectual property ownership, indemnity, payment terms, and confidentiality.
   10. Taxes. {---Vendor Reference Name---} will pay all applicable federal, state, and local taxes that may be chargeable against the performance of the Services.
   11. Construction of Terms. Both parties have carefully considered the particular language used in this Contract. The general rule of law that ambiguities are construed against the drafter will not apply.
   12. Days. Unless specifically stated otherwise, all references to days in this Contract refer to calendar days rather than business days. Any references to “business days” shall mean the days that the City’s main office at 600 East Fourth Street, Charlotte, NC, is open for the public to transact business.
   13. Conflicts of Interest.{---Vendor Reference Name---} will not take any action that is or is likely to be perceived as conflict of interest under this Contract. {---Vendor Reference Name---} has not made and will not make any gifts to City employees or officials in connection with this Contract.
   14. Compliance with Laws. {---Vendor Reference Name---} and its subcontractors will comply with all local, state, and federal ordinances, statutes, laws, rules, regulations, and standards (“Applicable Law”) in performing this Contract. {---Vendor Reference Name---} represents and warrants that each deliverable provided under this Contract will comply with all Applicable Law, including without limitation the Americans With Disabilities Act.
   15. Pre-audit. No pre-audit certificate is required under N.C. Gen. Stat. §159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City’s execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.”

**ATTACHMENT C – PRICING WORKSHEET**

This Attachment is attached and incorporated into the CCPA Technology Products and Related Services (the “Contract") between the City of Charlotte and {---Vendor Legal Name---} (“{---Vendor Reference Name---}”). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

{---Vendor Reference Name---} shall provide the Services detailed in this Contract at rates set forth below.

**[Pricing Table to be Inserted]**

**ATTACHMENT D - SCOPE OF SERVICES**

This Attachment is attached and incorporated into the CCPA Technology Products and Related Services (the “Contract") between the City of Charlotte and {---Vendor Legal Name---} (“{---Vendor Reference Name---}”). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

# SCOPE OF SERVICES

## General Scope.

The City and Participating Public Agencies are seeking proposals for the acquisition of advanced technology products and related services to enhance our operational efficiency and support our strategic objectives. This solicitation aims to identify qualified vendors who can deliver high-quality technology solutions, including hardware, software, and associated services, to meet the evolving needs of our organization. The City plans to award multiple contracts under this solicitation to ensure a diverse range of solutions and expertise.

Vendors are encouraged to submit proposals for any or all of the specified products and are also invited to propose additional relevant products or services beyond.

While the City and Participating Public Agencies are flexible with respect to certain elements of the Technology Products and Related Services, the following specific requirements and preferences apply.

## Technology Products.

All products shall be provided in new condition. The City of Charlotte-specific standards for the below items, where applicable, are detailed in the table found in Section 3.8. Where no standards are included, the City does not have specific standards for those products at this time.

The City and Participating Public Agencies are interested in the purchasing the following items listed below:

* Desktop printers
* Scanners
* Projectors
* Smartboards
* Plotters
* Tablet computers (e.g., Microsoft SurfacePro®)
* Ruggedized tablet and laptop computers (e.g., Panasonic Toughbooks and ToughPad®)
* Security cameras and components
* Wireless cameras and components
* Servers
* Network hardware (e.g., identity, engines, switches)
* Firewalls
* Media converters (e.g., fiber to ethernet, coax to ethernet, serial to ethernet, serial to fiber, and others)
* SCADA systems controllers and accessories (e.g., PLCs, I/O modules, power supplies)
* Power protection (uninterruptable power supply)
* Power distribution systems (e.g., PDUs, power strips, cables)
* Audio/visual equipment (e.g., televisions, speakers, amplifiers, switching, video and audio recording, and microphones)
* Mobile and wireless communications equipment and related peripherals (e.g., modems and in-car routers)
* Mobile communication solutions (e.g., Sierra Wireless, CradlePoint, and similar vendors)
* Computer peripherals (e.g., keyboards, mice, speakers, cords, adapters)
* Commercial off-the-shelf (“COTS”) software
* Subscription and/or cloud-based software
* Software analytic tools (e.g., TOAD, Arcserv)
* Cabling (e.g., fiber optic, Ethernet, coax, various electronic and power supplies)
* Access control devices and components
* Video management solution technology products and services, including online solutions such as Genetec, FUSUS, and License Plate Reader vendors
* Panasonic products and services
* Digital intelligence and forensics tools (e.g., Cellebrite, Magnetic Forensics, GrayKey, FasTrak)
* Services related to the above categories.

Please provide a list or a link to the brands with which your company is certified to do business or sell products and services.

**This Project does not include the following items:**

* + Dell products and services
  + Cisco products and services
  + Motorola products and services
  + Oracle products and services
  + Cabling services

## Technology Services.

### Product-Related Services.

The City and Participating Public Agencies may require Services directly related to the Products listed in Section 3.2 including, but not limited to, implementation, customization, installation, basic maintenance and repair, consulting, project management, and applicable software licenses.

### Other Services.

The City and Participating Public Agencies may require other Services from time to time including, but not limited to, commercial off-the-shelf (COTS) software-related maintenance and support.

## ****Ordering Portal.****

The City is interested in utilizing an order portal that features the following capabilities, including, but not limited to:

### ****User Accessibility:**** The portal must be accessible via standard web browsers (e.g., Chrome, Firefox, Safari, Edge) and should be optimized for both desktop and mobile devices.

### ****User Authentication:**** The portal must include secure user authentication and authorization mechanisms to ensure that only authorized personnel can place orders.

### ****Order Management:**** The portal must support the creation, modification, and tracking of orders. It should allow users to view order history, status updates, and delivery schedules.

### ****Product Catalog:**** The portal must feature a comprehensive product catalog with real-time inventory updates. It should include detailed product descriptions, pricing, and availability.

### ****Search and Filter Capabilities:**** The portal should include robust search and filtering options to help users quickly find products based on various criteria (e.g., category, price range, keyword).

### ****Support and Training:**** The vendor must provide training and support for our staff on how to use the portal effectively. Ongoing technical support should be available to address any issues that arise.

### ****Compliance and Security:**** The portal must comply with relevant data protection regulations and standards to ensure the security and privacy of all user and transaction data.

### ****Integration:** Supports punch-out capabilities to allow users to access the catalog directly from their procurement system, facilitating seamless order placement and integration.**

## Quantities.

The City and Participating Public Agencies reserve the right to purchase according to actual need and do not guarantee quantities. Multiple orders will be placed on an as-needed basis during the term of the Contract.

## Pass-Through Contract Provision.

The City is interested companies withthe ability to serve as a pass-through entity in accordance with the terms outlined in this RFP. A "pass-through entity" refers to a company that facilitates transactions by allowing other vendors to sell their products and services under the terms of the existing contract.

The requirements for these services are:

### The Company shall provide pass-through capabilities to allow for vendors to sell products and services under this contract.

### Manage coordination and communication between the primary company and any additional vendors using the contract. This includes points of contact, reporting structures, and information sharing.

### Monitor and enforce Contractual terms and conditions for all parties involved.

### Provide administrative support including contract management, invoicing, and dispute resolution processes.

### Maintain and ensure all pass-through arrangements comply with relevant legal and regulatory requirements.

### Customer Service Representative.

The Company must dedicate a Full-Time “Account Executive” to service the City. The account executive must be available by cell phone. All communication via phone, email, etc., must be addressed with a response within two (2) business days. The account executive must be available to attend meetings regarding Product issues upon request. The account executive will be responsible for providing immediate response and quick resolution of all the service issues and complaints of City personnel. The account executive must have an in-depth knowledge of all items provided in this bid and have immediate access to manufacturers providing the Product items. The account executive must have the ability and authority to make decisions on behalf of their employer, enabling them to provide both routine and emergency services as necessary.

## City Hardware / Software Requirements.

### Compatibility and standardization are key concerns in City technology procurements. This is important to optimize interoperability and achieve better overall performance, and to reduce the costs of maintenance, inventory, training, and administration. To that end, the City has established certain standards and preferences regarding implementation of new hardware and software.

### The solutions must adhere to the requirements as noted in the “Technology Category” column of the following table, except were prohibited by NC law. In cases where adherence is not required, it is preferred. Standards documentation for any technology category can be provided upon request.

### Version references in the matrix below are as of the time of publication. Vendors are expected to provide services and equipment compatible with the items listed below while adhering to the current city-supported versions and requesting any necessary version updates from the city.

| **Technology Category** | **Current Architecture Summary** | | **Target Architecture (where different)** |
| --- | --- | --- | --- |
| Telephony | | |  |
| Telephony | * AT&T POTS analog lines * Cisco * True Image Interactive (TII) IVR (Formerly GetAbby) Centrex * PepLink Hosted SIP Phone solution | | * Cloud VoIP |
| Call Recording System | * Eventide * Verint * Cisco * OneCloud | | * Eventide * Verint |
| Mobile Device Services | * Apple iPhone 11, 12, & SE * iPads – iPad 9th Gen * Samsung S21 & S10E * No approval required for android on approved exception list. * VMWare AirWatch Managed Devices * AT&T FirstNet (If qualified) * Verizon services | | * Apple iOS version 14.5 or higher * Google Pixel 6 & above for Android |
| Networking | | |  |
| Network Cabling  \*Standards Apply/Adherence Required | * CAT6e or better * Corning fiber optic | | * CAT6 Plenum rated Systimax * Panduit or equivalent |
| Network Hardware  \*Standards Apply/Adherence Required | * Cisco Systems Hardware and Software systems including all portions of their Borderless Networking, Collaboration, Data Center and Virtualization product lines, Extreme Networks * Extreme Networks | | * Aruba Network products * Extreme Networks |
| Multiple Domains | * Any technology the city adopts must work with multiple Active Directory domains, including the ability to distinguish between users with the same username in multiple domains. | | * Microsoft 2016 Active Directory or higher * Single Enterprise Forest |
| Network Communication Protocol *(standards apply)* | * IP, current protocol is IPv4, but new equipment should support IPv6 | | * New technologies should support both IPv4 and IPv6 |
| Wi-Fi | * Wi-Fi enabled systems should support 802.11a, b, g, n, ac protocols * AES 256-bit encryption * PEAP * MS-CHAPv2 authentication * New Access point equipment should support Cisco CAPWAP architecture, IEEE 802.11i or AeroHive/Extreme networks * Extreme Networks | | * Wi-Fi enabled systems should support 802.11 ac protocols * Aruba * Extreme Networks * EAP-TLS |
| Desktop Computing  \*Standards Apply/Adherence Required | * Dell OptiPlex * Precision * Latitude * Panasonic Toughbook * Hewlett Packard * Macbooks * NEC/Technovare (OPS only) * Dell Rugged Tablets | |  |
| Video Management / Cameras | * QVMS (CATS VMS “Video Management System”) * Qognify – NiceVision * Axis * Hanwha Techwin * Genetec 5.12 * FUSUS * NexView * Verint * Victor by American Dynamics | | * Not older than 2 versions behind the current |
| Digital Displays | * Dell * NEC P series * NEC UN series (zero-bezel video wall) * Sharp * Samsung * LG * Smart Board | | * NEC P series * NEC UN series (zero-bezel video wall) |
| Data Center | | |  |
| Server Hardware  \*Standards Apply/Adherence Required | * Dell PowerEdge series * HP ProLiant * Dell/EMC VxRail * Nutanix hyper-converged clusters | | * Dell PowerEdge Series * HP ProLiant * Dell/EMC VxRail * Nutanix hyper-converged clusters |
| Server Operating Systems  \*Standards Apply/Adherence Required | * Windows Server 2016 and above * Red Hat 7 * Oracle VM Server release 3.0+ and above at the current patch level * Suse Linux | | * Windows Server 2019 or 2022 * Red Hat 8 * Suse Linux * Preferred last OS version 1+ years in production |
| Virtual Operating Environments  \*Standards Apply/Adherence Required | * **Servers**   + VMware ESXi * **Workstation Virtual Desktops** – Microsoft Hyper-V/RDS system   + Microsoft Server Desktop (Server 2016 – 2019)   + Virtual Windows Server   + Windows 10 “Jump Boxes”   + Microsoft Windows 10 Virtual desktops session where applicable * Microsoft Hyper-V/ RDS Published Applications replacing Microsoft App-V. * Microsoft RDS Published Applications or Microsoft APPV Applications support legacy components (Prior approval needed) | | * All servers will be VMware VMs except VDI/RDS. * VDI/RDS:   + Microsoft Hyper-V   + RDS Published Applications |
| * Enterprise Storage | * EMC PowerStore FC SAN * EMC PowerVault * EMC Isilon NAS * Cohesity * StoneFly NAS * HPE SAN | | * EMC PowerStore FC SAN * EMC PowerVault * EMC Isilon NAS * Cohesity * StoneFly NAS * HPE SAN |
| Backup/Data Protection Software | * Cohesity | | * Cohesity |
| Backup Hardware | * Cohesity | | * Cohesity |
| Data | | |  |
| Database Systems  \*Standards Apply/Adherence Required | * MS SQL Server 2016 * MS SQL Server 2017 * MS SQL Server 2019 * MS SQL Server 2022 * Oracle Database Server 19c and above | | * MS SQL Server 2022 * Oracle 19c and later * Postgres 13.x and later * MariaDB 11.4 |
| ETL/Data Mapping Services/Data Warehousing | * SQL Server Integration Services * SQL Server Analysis Services * WhereScape (RED, 3D and Data Vault Express) * R * Python * PowerShell | | * Preferred last version 1+ years in production |
| Business Intelligence / Data Visualization | * Tableau * Excel * Microsoft SQL Reporting Services (SSRS) * Esri’s Insights | | * Varies per use: Contact Innovation & Data before agreeing to contract. |
| Reporting Services | * Business Objects * Crystal * COGNOS * Oracle Reports * Microsoft SQL Server Reporting Services (SSRS) * Tableau Enterprise | | * SQL Server Reporting Services 2017 and later * Tableau Enterprise Server 2021.1 |
| Application Servers | * .NET Framework * Oracle WebLogic * Red Hat JBoss Enterprise Application Platform (version 7.2+) | | * .NET Framework 4.5.2 |
| Application | | |  |
| Web Servers | * Microsoft Internet Information Services (IIS) versions 8.0,8.5, and 10.0 - Standard is to use what’s included in Microsoft OS. | | * IIS – Ver 8.0, 8.5 and 10.0 |
| Application Languages | * MS VB.NET * ASP.NET * MVC * C#.NET * PL/SQL * JSP * JavaScript * Java J2EE | | * C#.NET Core * React * React Native * Python |
| Enterprise Integration Platform | * Microsoft BizTalk 2016 * Apache Active MQ * .NET Framework * Dell Boomi | | * Apache Active MQ 5.15+ * .NET Framework 4.5.2 |
| Desktop Operating System  \*Standards Apply/Adherence Required | * Windows 10 Enterprise 21H2 and above, * Windows 10 Enterprise LTSC * MacOS 12 (Monterey) and above | | * Windows 10 Enterprise |
| Application Client  \*Standards Apply/Adherence Required | * Microsoft Edge Chromium * Google Chrome * Windows 10 20H2 or higher. * If an actual client installation is required, it must be tested by the City to confirm that it does not conflict with other existing desktop components. | | * Microsoft Edge Chromium * Google Chrome. |
| Portal Services | * Microsoft Office SharePoint Services | | * Microsoft Office 365 Version 2102 (Build 13801.20808 click-to-run or higher) |
| Geospatial Platform  \*Standards Apply/Adherence Required | * Esri ArcGIS Enterprise. * All spatial databases should be compatible with the City’s implementation of the ESRI Geodatabase. * Web-based GIS tools, components or extended custom functionality should use ArcGIS API’s. * Google Maps API * AutoDesk (autoCAD Drawing Format prefer Civil3D) | | * ESRI ArcGIS Pro 10.7.1 * (Varies per use: Contact Innovation & Data before agreeing to contract.) * The City participates in the Esri Advantage Program, not all software is licensed. * Google Maps for Android/iOS * AutoDesk 2020 |
| E-mail Services  \*Standards Apply/Adherence Required | * Current Exchange version 2016 – Migration to Exchange Online (EXO) in progress expected to be completed by February 2021 * Outlook client on workstation * Native email client on iOS devices, Gmail Client on Android devices * Microsoft O365 Portal for email (2 factor Authentication required) * Cisco IronPort (Edge protection for in-bound email) | | * Exchange Online * Email Security Gateway |
| Business Productivity  \*Standards Apply/Adherence Required | * MS Office 365 version 2102 (Build 13801.20808 click-to-run or higher) | | * MS Office 365 – local install |
| Scanning software | * Kofax 10 * OnBase scanning module | | * OnBase scanning module |
| Cloud Storage & Sharing | * Dropbox * box Drive * OneDrive | | * Microsoft OneDrive (Moving to Office 365) |
| Document Viewers | * Adobe Acrobat Pro DC 2021 (Individually licensed by department though Asset management team) * BlueBeam v21 or Higher | | * Adobe Acrobat Pro DC |
| Workstation Fax | * Efax - desktop faxing solution inbound with user assigned DID’s * Efax - Web portal for outbound faxing (where required) | | * Efax cloud faxing services |
| Kiosks Management Software | * Kioware Kiosk Shell for Windows 10 | |  |
| Application Packaging | * Microsoft Endpoint Connection Manager with Client Management Gateway for Internet Connected Assets not on City LAN | |  |
| Data Protection | |  | |
| Security  \*Standards Apply/Adherence Required | * Security Access to the Software must be restricted by assigning user credentials to authorized users. Enterprise authentication services are provided by Active Directory. * All data should be encrypted during transmission and data defined as restricted in the City’s Restricted Data Policy should be encrypted at rest. | * SAML SSO authentication via Okta | |
| Endpoint Security | * SentinelOne Agent * Qualys Cloud Agent * Windows Firewall * Cisco IronPort (Edge protection for in-bound email) |  | |
| Privileged Remote Access | * BeyondTrust PRA. |  | |
| Firewalls / Compensating Controls | * Please coordinate with City of Charlotte Cyber Security for specific compensating controls used. | * Cloud WAF/AWS Hosted Firewalls / Managed Browser | |

## Warranty.

Warranty information for each product or service purchased under this contract shall be provided upon delivery of each order.

## Administrative Fees.

### The Company shall submit a minimum of one (1) percent of the overall CCPA Program spend by the City and Participating Public Agencies during the term of the Contract to the City as an Administrative Fee. The Administrative Fee shall be paid no later than thirty (30) days after both parties mutually agree to the quarterly report outlining the CCPA spend. The Company is responsible for providing the required Administrative Fee on the CCPA Admin Fee form, which can be located in the Supporting Documentation section of the procurement portal.

## Reporting Requirements.

* + 1. Project Reporting Requirements.

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

### Environmental Reporting Requirements.

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

## CCPA Quarterly Reports.

The Company shall provide quarterly usage reports in Excel format to City Procurement by the 30th of January, April, July, and October. Quarterly reports must be designed in such a manner that the information captured in the report reflects all purchases received by the Company. The reports must include but not be limited to the City department, Participating Public Agency name, category, Purchase Order number or purchase mechanism, product/service description, product number, unit of measure, quantity, applicable percentage discount/list price, fixed unit price, and extended price for each item.

If there is no activity during a given quarter, the Company shall submit a report which indicates “no sales this quarter.”

The CCPA will send reminder notices for quarterly reports via email ten (10) business days prior to their due date. There will be no additional email reminders for Companies to submit quarterly reports. The Company will be responsible for ensuring the CCPA Administrator has the correct email address for the person responsible for all quarterly reports. This information must be submitted to [ccpa@charlottenc.gov](mailto:ccpa@charlottenc.gov).

Reports which do not adhere to the required format and/or are not supported by complete, legible, copies of all purchase orders in their entirety will be returned to the Company for correction of cited deficiencies The Company shall notify the CCPA Administrator to any delay in providing any usage report or remittance.

The City and the Participating Public Agency reserves the right to request additional information. All reports shall be subject to audit by the CCPA.

**ATTACHMENT E - FEDERAL CONTRACTING TERMS**

This Attachment is attached and incorporated into the CCPA Technology Products and Related Services (the “Contract") between the City of Charlotte and {---Vendor Legal Name---} (“{---Vendor Reference Name---}”). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern. Unless if indicated to the contrary, these provisions will not apply to {---Vendor Legal Name---} while doing work for Aviation (the Charlotte Douglas International Airport).

1. **Debarment and Suspension**. {---Vendor Reference Name---} represents and warrants that, as of the Effective Date of the Contract, neither {---Vendor Reference Name---} nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder’s list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” If at any point during the Contract term {---Vendor Reference Name---} or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder’s list, {---Vendor Reference Name---} shall notify the City immediately. The Company’s completed Vendor Debarment Certification is incorporated herein as provided in this Attachment below.
2. **Record Retention**. {---Vendor Reference Name---} certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. {---Vendor Reference Name---} further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials**. {---Vendor Reference Name---} represents and warrants that in its performance under the Contract, {---Vendor Reference Name---} shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act**. {---Vendor Reference Name---} agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency**. {---Vendor Reference Name---} certifies that {---Vendor Reference Name---} will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**. {---Vendor Reference Name---} certifies that:
   1. No federal appropriated funds have been paid or will be paid, by or on behalf of {---Vendor Reference Name---}, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
   2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, {---Vendor Reference Name---} shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
   3. {---Vendor Reference Name---} shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
   4. {---Vendor Reference Name---}’s completed Byrd Anti-Lobbying Certification is incorporated herein as provided in this Attachment below.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. If the Contract is in excess of $100,000 and involves the employment of mechanics or laborers, {---Vendor Reference Name---} must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, {---Vendor Reference Name---} is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions**. If the federal award is a “funding agreement” under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** {---Vendor Reference Name---} shall not use the Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. **Federal Government Not a Party**. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, {---Vendor Reference Name---}, or any other party pertaining to any matter resulting from the Contract.
11. **Domestic Preferences For Procurements.** As appropriate and to the extent consistent with law, the {---Vendor Reference Name---} should, to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the united states (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For the purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the united states, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**ATTACHMENT F - FEDERAL TRANSIT ADMINISTRATION CONTRACTING TERMS**

This Attachment is attached and incorporated into the CCPA Technology Products and Related Services (the “Contract") between the City of Charlotte and {---Vendor Legal Name---} (“The Company”). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern. Unless if indicated to the contrary, these provisions will not apply to the Company while doing work for Aviation (the Charlotte Douglas International Airport).

1. **THE COMPANY SHALL COMPLY WITH ALL FEDERAL REQUIREMENTS.**
   1. The Company acknowledges and understands that this Contract will be financed at least partially with funding from the federal government. The Company further acknowledges and understands that this Contract is therefore subject to: (1) all applicable federal laws, (2) all applicable federal regulations, (3) all applicable federal policies, (4) the conditions and requirements of all federal grants that in any way will fund any part of the work under this Contract, and (5) the most recent Federal Transit Administration’s “Master Agreement,” including any certifications or contract provisions that the Master Agreement requires to be included in this Contract. For purposes of these Federal Contracting Requirements, items (1) through (5) in the immediately preceding sentence, as those items may be amended or updated from time to time, are referred to collectively as “Federal Law.”
   2. All provisions of Federal Law are incorporated into this Contract by reference and are fully binding on the Company as if they were recited here verbatim. The Company shall ensure that all provisions of Federal Law are incorporated into all subcontracts (of every tier) and in all contracts with those supplying any materials, equipment, or other products related in any way to this Contract, such that all subcontractors of every tier and all suppliers are contractually required to comply with all provisions of Federal Law.
   3. The Company at all times shall: (1) fully comply with all provisions of Federal Law, (2) ensure that all work under this Contract (including, by example only, all subcontracted work) fully complies with all provisions of Federal Law, and (3) ensure that no aspect of the Company’s performance under this Contract would cause the City or any of its officials, employees, or agents to be at any risk of violating any provision of Federal Law. In addition, the Company shall not perform any act, fail to perform any act, or refuse to comply with any City request to the extent that doing any of those things would create any risk of the City or any of its officials, employees, or agents being in violation of any provision of Federal Law.
   4. These Federal Contracting Requirements identify and summarize many provisions of Federal Law. However, the Company acknowledges and agrees that the Company is fully and ultimately responsible for identifying and learning about all provisions of Federal Law. If these Federal Contracting Requirements omit any provision or requirement of Federal Law, the Company shall remain fully responsible for identifying and learning about that provision or requirement and for fully satisfying the Company’s obligations under Article 1.1.C of these Federal Contracting Requirements with respect to that provision or requirement. The Company shall not be excused from ensuring full compliance with any provision or requirement of Federal Law because that provision or requirement is omitted from these Federal Contracting Requirements, nor shall the Company have any claim or remedy against the City because any such provision or requirement has been so omitted.
   5. By executing this Contract, the Company represents to the City and covenants with the City that, as of the date that this Contract takes effect, the Company has fully complied with all provisions of Federal Law and that the Company shall continue to fully comply with all provisions of Federal Law at all times while this Contract is in effect.
   6. Notwithstanding any other provision in this Contract, the Company and the City agree that Federal Law and these Federal Contracting Requirements take priority over all other Contract provisions. This means that, if a conflict arises between another Contract provision and any provision of Federal Law or of these Federal Contracting Requirements, such that the Company cannot satisfy both provisions, the Company shall fully comply with the provision of Federal Law or of these Federal Contracting Requirements. In such a situation, the Company shall disregard the other, conflicting Contract provision, but the Company shall do so only to the minimal extent needed to comply fully with Federal Law and with these Federal Contracting Requirements, and the Company otherwise shall fully comply with that conflicting Contract provision to the extent possible.
   7. The Company and the City agree that, in any situation where the Company can comply with both another Contract provision and with a provision of Federal Law or of these Federal Contracting Requirements, even if the two provisions address the same subject matter (*e.g.*, if another Contract provision imposes an obligation on the Company beyond those obligations imposed by Federal Law), that will not be deemed a conflict. Rather, in such a situation, the Company shall fully comply with Federal Law, with these Federal Contracting Requirements, and with the other Contract provision.
2. **ACCESS TO CONTRACT RECORDS.**
   1. For purposes of this Article 2 of these Federal Contracting Requirements, “Contract Records” means all documents (whether in hard copy, digital, or other format) that refer or relate to any aspect of this Contract or to the Company’s performance under this Contract. By example only (and not for purposes of limitation), Contract Records include all of the following to the extent that they refer or relate to any aspect of this Contract or to the Company’s performance under this Contract: subcontracts, contracts with suppliers and other third parties, invoices and other billing records, audits and other financial and accounting records, memos, letters, and emails.
   2. For purposes of this Article 2 of these Federal Contracting Requirements, “Retention End Date” means the later of:

(a) The third anniversary of the date on which this Contract is terminated or expires, or

(b) If, on or before that third anniversary, the Company has received notice (from the City or otherwise) of one or more lawsuits, legal proceedings, disputes, audits, or investigations related in any way to this Contract, the date on which the City later notifies the Company in writing that all such lawsuits, legal proceedings, disputes, audits, and investigations have fully and finally concluded. The City and the Company intend for all Contract Records to be retained, maintained, and made available for inspection and copying until all such lawsuits, legal proceedings, disputes, audits, and investigations have fully and finally concluded, even if that requires retaining, maintaining, and making those records available after the third anniversary of this Contract’s termination or expiration.

* 1. Through and including the Retention End Date, (a) the Company shall retain and maintain all Contract Records that the Company ever creates, receives, or otherwise possesses or controls so that those Contract Records are always complete, legible, and readily accessible, (b) as the City may request from time to time, the Company shall promptly make any and all Contract Records available for inspection and copying by the City, by the federal government, and by their respective Companies and agents, and (c) the Company shall comply with all requirements imposed by 2 C.F.R. §200.333.
  2. Through and including the Retention End Date, the Company shall ensure that each subcontractor (of every tier) and each supplier providing any material, equipment, or other product shall: (a) retain and maintain all Contract Records that the subcontractor or supplier ever creates, receives, or otherwise possesses or controls so that those Contract Records are always complete, legible, and readily accessible, (b) as the City may request from time to time, promptly make any and all Contract Records in that subcontractor’s or that supplier’s possession or control available for inspection and copying by the City, by the federal government, and by their respective Companies and agents, and (c) comply with all requirements imposed by 2 C.F.R. §200.333.
  3. In addition to taking all other necessary and appropriate steps to satisfy its obligations under Article 2.B(2) of these Federal Contracting Requirements, the Company shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier retain, maintain, and make available Contract Records as required by Article 2.B(2).
  4. This Article 2 will survive this Contract’s termination or expiration regardless of how, when, or under what circumstances this Contract is terminated or expires.

1. **RESERVED.**
2. **CIVIL RIGHTS LAWS AND REGULATIONS.**

The Company acknowledges that the City must comply with all applicable federal civil rights laws and regulations and with 49 U.S.C. § 5323(h) (3) to the extent that the statute is applicable. The Company acknowledges and agrees that “Federal Law” for purposes of Article 1.1 of these Federal Contracting Requirements includes all applicable federal civil rights laws and regulations, as they may be amended from time to time. Some of those civil rights laws and regulations are identified and summarized below, and the Company acknowledges that its obligations under Article 1.1 of these Federal Contracting Requirements include an obligation to fully comply with the laws and regulations identified below and to ensure that all suppliers and all subcontractors (of every tier) fully comply with those laws and regulations. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 4, the Company shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 4 and with all applicable federal civil rights laws and regulations. Applicable federal civil rights laws and regulations include, by example only and not for purposes of limitation:

1. **Nondiscrimination**. 49 U.S.C. § 5332 and its implementing regulations, which prohibit discriminating against any employee or any applicant for employment because of race, color, religion, national origin, sex, disability, or age.
2. **Race, Color, Religion, National Origin, Sex.** Federal laws and regulations requiring that all job applicants must be employed, and all employees must be treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). For example, a person’s race, color, religion, national origin, or sex cannot be considered for purposes of hiring; promotion; demotion or transfer; recruitment or recruitment advertising; layoff or termination; determining rates of pay or other forms of compensation; or selection for training, including apprenticeship. The laws and regulations imposing these requirements include for example Title VII of the Civil Rights Act (42 U.S.C. § 2000e *et seq*.); 49 U.S.C. § 5332 and its implementing regulations; United States Department of Labor regulations ("Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor") found in 41 C.F.R., Chapter 60; and Executive Order No. 11246 ("Equal Employment Opportunity in Federal Employment") dated September 24, 1965 and found at 42 U.S.C. § 2000e.
3. **Age.** Federal laws and regulations prohibit discriminating against current or prospective employees on the basis of age. These laws and regulations include for example the Age Discrimination in Employment Act (29 U.S.C. §§ 621-634); United States Equal Employment Opportunity Commission (U.S. EEOC) regulations (“Age Discrimination in Employment Act”) found in 29 C.F.R. part 1625; the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq*.); United States Department of Health and Human Services regulations (“Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance”) found in 45 C.F.R. part 90; and 49 U.S.C. § 5332 and the regulations implementing that statute.
4. **Disabilities**. Federal laws and regulations prohibit discriminating against individuals on the basis of disability. These laws and regulations include for example Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq*.); the Architectural Barriers Act of 1968 (42 U.S.C. § 4151 *et seq*.,); and 49 U.S.C. § 5332 and the regulations implementing that statute.
5. **Access to Services for Persons with Limited English Proficiency.** The Company shall facilitate compliance with, and shall ensure that all suppliers and all subcontractors (of every tier) facilitate compliance with: (1) Executive Order No. 13166 ("Improving Access to Services for Persons with Limited English Proficiency"), found at 42 U.S.C. § 2000d-1 note and (2) applicable provisions of the United States Department of Transportation Notice ("DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons") found at 70 Fed. Reg. 74087 and dated December 14, 2005.
6. **Environmental Justice.** The Company shall facilitate compliance with, and shall ensure that all suppliers and all subcontractors (of every tier) facilitate compliance with: (1) Executive Order No. 12898 ("**Federal** Actions to Address Environmental Justice in Minority Populations and Low-Income Populations") found at 42 U.S.C. § 4321 note and (2) United States Department of Transportation Order 5620.3 ("Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations") found at 62 Fed. Reg. 18377 et seq. and dated April 15, 1997.
7. **EMPLOYEE PROTECTIONS.**
8. The Company shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5. The Company also shall comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 et seq. to the extent that the FLSA applies to employees performing work with federal assistance involving commerce and as the federal government otherwise determines applicable.
9. The Company shall ensure that every subcontractor (of all tiers) and all suppliers fully comply with the laws and regulations referenced in Article 1.5.A of these Federal Contracting Requirements. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 5.B, the Company shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 5 and with all with all of the laws and regulations referenced in Article 5.A.
10. **ENERGY CONSERVATION.**

The Company shall fully comply with the standards and policies related to energy efficiency in the state energy conservation plan issued under the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321, *et seq.* The Company also shall ensure that each supplier and each subcontractor (of every tier) fully complies with those same standards and policies. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 6, the Company shall ensure that each subcontract (at every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 6.

1. **GOVERNMENT-WIDE DEBARMENT & SUSPENSION.**
2. The Company shall fully comply with, and shall facilitate the City’s compliance with, those United States Department of Transportation regulations entitled “Non-procurement Suspension and Debarment,” which are found in 2 C.F.R. part 1200 and which adopt and supplement the United States Office of Management and Budget’s “Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement),” which are found in 2 C.F.R. part 180. The Company acknowledges that these regulations govern: (1) every contract at any tier under which compensation of $25,000 or more will be paid, (2) every contract at any tier for a federally required audit (irrespective of the contract amount), and (3) every contract at any tier that must be approved by the FTA (irrespective of the contract amount).
3. The Company shall ensure that it and all of its officers, principals, affiliates, suppliers, and subcontractors (of every tier) are fully eligible, without limitation, to participate in this federally funded Contract and are not currently declared by any federal department or agency to be:

a) Debarred from participation in any federally assisted award;

b) Suspended from participation in any federally assisted award;

c) Proposed for debarment from participation in any federally assisted award;

d) Declared ineligible to participate in any federally assisted award;

e) Voluntarily excluded from participation in any federally assisted award; or

f) Disqualified from participation in any federally assisted Award.

1. The Company at all times shall fully comply with the regulations in 2 C.F.R. part 180, subpart C, as supplemented by the regulations in 2 C.F.R. part 1200.
2. The Company shall ensure that, at all times, all suppliers and all subcontractors (of every tier) fully comply with all provisions of this Article 7 to the same extent that the Company is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 7.D, the Company shall ensure that each subcontract (at every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 7.
3. By executing this Contract, the Company certifies to the City that the Company has fully complied as of the date that this Contract takes effect with all provisions in this Article 7 and that the Company shall continue to fully comply with all provisions in this Article 7 at all times while this Contract remains in effect. The Company acknowledges and agrees that the certification provided by the Company under this Article 7.E is a material representation of fact on which the City shall rely. If at any time this certification is found by the City to be false or inaccurate in any way, that shall be deemed a material breach of this Contract by the Company, and in such a situation the City may pursue any and all remedies available to it under this Contract and otherwise at law. Additionally, the Company acknowledges that, if such a breach happens, the federal government also may choose to pursue any and all remedies available to it, including for example seeking the suspension and/or debarment of the Company.
4. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES.**
5. The City and the Company acknowledge and agree that the federal government is not a party to this Contract and that the federal government shall not, because of this Contract, have any obligations or liabilities to the City, to the Company, or to anyone else. The City and the Company acknowledge and agree that the first sentence of this paragraph shall not be affected by the federal government concurring in, or approving of, the solicitation or award of this Contract unless the federal government explicitly consents in writing to being a party to this Contract.
6. The Company shall ensure that each subcontract (of every tier) and each supplier contract includes a provision in which the parties to that subcontract or supplier contract acknowledge and agree that the federal government is not a party to that subcontract or supplier contract and that the federal government shall not, because of that subcontract or supplier contract, have any obligations or liabilities to that subcontract’s or supplier contract’s parties or to anyone else.
7. **PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS.**
8. The Company shall fully comply with all provisions of the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§3801 *et seq.*) and with the United States Department of Transportation regulations entitled “Program Fraud Civil Remedies” that are found in 49 CFR Part 31.
9. By executing this Contract, the Company certifies to the City the complete truthfulness and total accuracy of every statement that the Company has made, has caused to be made, shall make, or shall cause to be made that relates in any way to this Contract. The Company acknowledges and agrees that the certification provided by the Company under this Article 9.B is a material representation of fact on which the City will rely. If at any time this certification is found by the City to be false or inaccurate in any way, that shall be deemed a material breach of this Contract by the Company, and in such a situation the City may pursue any and all remedies available to it under this Contract and/or otherwise at law. Additionally, the Company acknowledges that, if such a breach happens, the federal government also may choose to pursue any and all remedies available to it, including for example imposing penalties on the Company under the Program Fraud Civil Remedies Act of 1986, 18 U.S.C. §1001, and/or 49 U.S.C. §5307(n)(1).
10. The Company shall ensure that, at all times, all suppliers and all subcontractors (of every tier) fully comply with all provisions of this Article 9 to the same extent that the Company is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 9.C, the Company shall ensure that each subcontract and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 9.
11. **RECYCLED PRODUCTS.**
12. When procuring any items designated in Subpart B of 40 C.F.R. Part 247, the Company shall fully comply with all requirements imposed by: (1) the Resource Conservation and Recovery Act (RCRA) §6002, as amended and now found in 42 U.S.C. 6962, (2) 40 CFR Part 247, and (3) Executive Order 12873.
13. The Company shall ensure that all suppliers and all subcontractors (of every tier) fully comply with the requirements of Article 10.A of these Federal Contracting Requirements to the same extent that the Company is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 10.B, the Company shall ensure that each subcontract and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with Article 10.A just as the Company is required to do.
14. **SAFE OPERATION OF MOTOR VEHICLES.**
15. The Company shall adopt and promote on-the-job seat belt use policies and programs for its employees and for anyone else who shall operate any vehicles in relation to this Contract, regardless of whether those vehicles are owned or leased by the Company, the City, or another person or entity.
16. The Company shall adopt and enforce workplace safety policies to minimize crashes caused by distracted drivers. These policies shall include policies that ban and discourage text messaging by anyone operating a vehicle in relation to this Contract, regardless of whether those vehicles are owned or leased by the Company, the City, or another person or entity.
17. **FEDERAL CHANGES.**
18. The Company at all times shall fully comply with all applicable FTA regulations, policies, procedures, and directives, including for example those listed or by reference in the FTA Master Agreement, as they may be issued or amended from time to time. Any failure by the Company to do so shall be a material breach of this Contract by the Company.
19. The Company shall ensure that all suppliers and all subcontractors (of every tier) at all times fully comply with all applicable FTA regulations, policies, procedures, and directives to the same extent that the Company is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 12.B, the Company shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 12 just as the Company is required to do.
20. **INCORPORATION OF FTA TERMS.**
21. The Company and the City acknowledge and agree that the United States Department of Transportation requires certain provisions (the “Applicable FTA Clauses”) to be included in this Contract because this Contract is funded at least partially with federal funds. The Applicable FTA Clauses are specified in Federal Law and are also summarized in FTA Circular 4220.1F, as it may be amended or superseded from time to time. The City and the Company have tried to expressly include all Applicable FTA Clauses in these Federal Contracting Requirements or elsewhere in this Contract. However, the City and the Company agree that, if any of the Applicable FTA Clauses have not been expressly included in this Contract, those Applicable FTA Clauses are nonetheless deemed incorporated into this Contract by reference and shall be fully binding on the Company as if they had been expressly included in this Contract.
22. Notwithstanding any other provision in this Contract, the Company and the City agree that the Applicable FTA Clauses shall take priority over all other Contract provisions. This means that, if a conflict arises between another Contract provision and any provision of the Applicable FTA Clauses, such that the Company cannot satisfy both, the Company shall fully comply with the Applicable FTA Clauses. In such a situation, the Company shall disregard the other, conflicting Contract provision, but the Company shall do so only to the minimal extent needed to comply fully with the Applicable FTA Clauses, and the Company otherwise shall fully comply with that conflicting provision. In contrast, in any situation where the Company can comply with both another Contract provision and with the Applicable FTA Clauses, even if these provisions address the same matter (for example, if another Contract provision imposes an obligation on the Company beyond those imposed by the Applicable FTA Clauses), that will not be deemed a conflict, and in such a situation the Company shall fully comply with the Applicable FTA Clauses and with the other Contract provision.
23. The Company at all times shall: (1) fully comply with all provisions of the Applicable FTA Clauses, (2) ensure that all of the work under this Contract (including, by example only and not for purposes of limitation, all subcontracted work) fully complies with all provisions of the Applicable FTA Clauses, and (3) ensure that no aspect of the work under this Contract and no aspect of the Company’s performance under this Contract would cause the City or any of its officials, employees, or agents to violate any provision of the Applicable FTA Clauses. In addition, the Company shall not perform any act, fail to perform any act, or refuse to comply with any City request to the extent that doing any of those things would create a risk of the City or any of its officials, employees, or agents being in violation of any provision in the Applicable FTA Clauses.
24. The Company shall ensure that all provisions of the Applicable FTA Clauses (including of any Applicable FTA Clauses not expressly included in this Contract) are incorporated into all subcontracts (of any tier) and in all contracts with those supplying any materials, equipment, or other products such that all subcontractors of every tier and all suppliers are contractually required to comply with all provisions of the Applicable Federal Clauses.
25. **FEDERAL ACQUISITION REGULATIONS (F.A.R.) COMPLIANCE.**

To the extent that this Contract provides for or allows for any adjustment to the Company's compensation based on costs or expenses incurred by the Company, any such adjustment will be determined based solely on any costs or expenses that: (A) are incurred in full compliance with all of this Contract’s provisions, (B) for which the City is clearly required under this Contract to reimburse the Company, (C) are allowable, allocable, and reasonable, as those terms are defined and used in the Contract Cost Principles of the Federal Acquisition Regulations (F.A.R.) System (found in 48 CFR, Ch.1, Pt.31), including as those principles may be further defined or implemented by regulations or guidance adopted by the federal government, and (D) are otherwise allowed under applicable law.

1. **CLEAN AIR.**
2. The Company shall fully comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 U.S.C. §§ 7401, *et. seq*, as amended). The Company shall promptly notify the City if the Company receives notice of any possible or actual violation (a “Clean Air Act Violation”) of the Clean Air Act or of any of those standards, orders, or regulations, and the Company shall provide the City with all information that the Company has about the actual or possible violation. The Company acknowledges and agrees that the City may be required by law to report (or that the City may choose to report, even if not required by law) any actual or possible Clean Air Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities, and the Company shall not be entitled to any remedy because the City does so.
3. The Company shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions: (1) requiring each subcontractor and each supplier to promptly notify the Company and the City if the subcontractor or supplier receives notice of any possible or actual Clean Air Act Violation and to provide the Company and the City with all information that the subcontractor or supplier has about the actual or possible violation and (2) in which each subcontractor and each supplier acknowledges and agrees that the City may be required by law to report (or that the City may choose to report, even if not required by law) any actual or possible Clean Air Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities and that the subcontractor or supplier shall have no claim, right, or remedy against the City or against any City official, employee, or agent because the City does so.
4. **CLEAN WATER.**
5. The Company shall fully comply with all applicable standards, orders, and regulations issued under the Water Pollution Control Act (33 U.S.C. §§1251, *et. seq*, as amended). The Company shall promptly notify the City if the Company receives notice of any possible or actual violation (a “Clean Water Act Violation”) of the Water Pollution Control Act or of any of those standards, orders, or regulations, and the Company shall provide the City with all information that the Company has about the actual or possible violation. The Company acknowledges and agrees that the City may be required by law to report (or that the City may choose to report, even if not required by law) any actual or possible Clean Water Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities, and the Company shall not be entitled to any remedy because the City does so.
6. The Company shall ensure that all subcontracts (of any tier) and all contracts with those supplying any materials, equipment, or other products include provisions: (1) requiring each subcontractor and each supplier to promptly notify the Company and the City if the subcontractor or supplier receives notice of any possible or actual Clean Water Act Violation and to provide the Company and the City with all information that the subcontractor or supplier has about the actual or possible violation and (2) in which each subcontractor and each supplier acknowledges and agrees that the City may be required by law to report (or that the City may choose to report, even if not required by law) any actual or possible Clean Water Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities and that the subcontractor or supplier shall have no claim, right, or remedy against the City or against any City official, employee, or agent because the City does so.
7. **LOBBYING.**
8. The Company shall fully comply with 31 U.S.C. 1352, as amended; with any regulations implementing that statute; and with any non-superseded guidance about that statute issued by the federal government (this statute, those regulations, and that guidance together are the “Byrd Anti-Lobbying Amendment”).
9. The Company shall ensure that each subcontractor (of every tier) and all of those supplying any materials, equipment, or other products fully comply with all requirements imposed by the Byrd Anti-Lobbying Amendment. In addition to taking any other steps necessary and appropriate to satisfy its obligations under this Article 17.B, the Company shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with all requirements imposed by the Byrd Anti-Lobbying Amendment and by this Article 17.
10. In addition to complying with all other requirements of the Byrd Anti-Lobbying Amendment, in order to comply fully with the Byrd Anti-Lobbying Amendment for purposes of this Article 17, the Company and each subcontractor and supplier must file one or more certifications as required by 49 CFR Part 20 (entitled “New Restrictions on Lobbying”).

1. In addition to all other consequences and implications provided by law for filing such a certification, when a subcontractor files one, the subcontractor is deemed to certify to the Company or subcontractor at the tier immediately above it that the certifying subcontractor has not, and shall not, use any federal funds to pay any person, entity, or organization to influence or attempt to influence an officer or employee of any governmental agency, any member of Congress, any officer or employee of Congress, or any employee of a member of Congress concerning or in connection with any federal contract, federal grant, or any other award covered by the Byrd Anti-Lobbying Amendment.

2. When filing such a certification, the Company and each subcontractor and supplier also shall disclose along with that certification the name of any registrant under the Lobbying Disclosure Act of 1995 who has been paid non-federal funds to make lobbying contacts on the certifier’s behalf concerning or in connection with any federal contract, federal grant, or any other award covered by the Byrd Anti-Lobbying Amendment. All of these disclosures shall be made on forms designated by the City. Each subcontractor and supplier shall promptly forward to the Company or subcontractor at the tier immediately above it all such disclosures that the subcontractor or supplier receives from anyone involved in any way in the work under this Contract (*e.g.*, lower-tier subcontractors), and the Company shall promptly provide the City with the Company’s own disclosures and with all such disclosures that the Company receives from subcontractors and suppliers.

1. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT.**
2. No laborer or mechanic, during any workweek in which he is involved in any way with work under this Contract, may work more than forty (40) hours unless he is paid at least one and one-half times his base pay rate for all hours over forty (40) that he works during that workweek. The obligations imposed by this Article 18.A shall be referred to as the “Overtime Requirements.”
3. The Company shall ensure that the Overtime Requirements are fully satisfied with respect to any individual who performs any part of the work under this Contract, including for example with respect to any such individual who is employed by a subcontractor of any tier.
4. Any violation of the Overtime Requirements by the Company or by any subcontractor or supplier shall be: (1) a material breach of this Contract by the Company and (2) a material breach by that subcontractor or that supplier of its subcontract or its supplier contract.
   1. If such a breach happens, in addition to all other remedies provided by this Contract or by the law, the Company and any subcontractor or supplier that violated the Overtime Requirements shall be jointly and severally liable to the laborer or mechanic at issue for all wages that were not paid to that laborer or mechanic in accordance with the Overtime Requirements.
   2. If such a breach happens, in addition to all other remedies provided by this Contract or by the law, the Company and any subcontractor or supplier that violated the Overtime Requirements shall be jointly and severally liable to the federal government for liquidated damages. Those liquidated damages shall be computed with respect to each individual laborer or mechanic who was underpaid, including each underpaid watchman and guard, as follows: Ten dollars ($10.00) for each calendar day that each mechanic or laborer was required or permitted to work more than forty (40) hours during a workweek without being paid in accordance with the Overtime Requirements.
   3. Whether or not the federal government asks or instructs the City to do so, the City may withhold (or may cause to be withheld) from any moneys owed to the Company and/or to any subcontractor or supplier that violated the Overtime Requirements such sums that the City determines may be necessary to satisfy any liabilities of the Company and/or that subcontractor or supplier for the unpaid wages and/or for the liquidated damages contemplated by this Article 18. These sums may be withheld from any moneys owed to the Company and/or to that subcontractor or supplier under: (1) this Contract, (2) any subcontract or supplier contract, and/or (3) any other contract or subcontract, under which the compensation to be paid shall be funded at least partially with federal funds.
5. The Company shall ensure that the Company, all subcontractors (of every tier), and all suppliers shall: (i) prepare and maintain complete and accurate payroll records that fully comply with this Article 18 and with all industry standard accounting and employment practices and (ii) maintain all of those payroll records and make them available for inspection and copying as required for Contract Records under Article 2 of these Federal Contracting Requirements.
6. These payroll records must include payroll information for all individuals who perform any of the work under this Contract, including by example for all guards and watchmen who perform any of that work.
7. These payroll records must contain the following information for each employee: (a) his name and address, (b) his social security number, (c) his employment classifications, (d) the hourly or other rates at which he was paid, (e) the number of hours that he worked each day and each week, (f) detailed information about the deductions made from his pay, and (g) the actual wages paid to him.
8. The Company shall allow the City, the FTA, the federal Department of Labor, and any of their agents or representatives to interview during working hours any employees or other personnel who have performed, are performing, or are expected to perform any part of the work under this Contract. The Company also shall ensure that all subcontractors (of every tier) and all suppliers allow such interviews to be conducted.
9. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 18 to ensure that all subcontractors and all suppliers fully comply with this Article 18, the Company shall ensure that all subcontracts (of any tier) for any part of the work under this Contract and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with Article 1.18 of these Federal Contracting Requirements.
10. **PROCUREMENT OF RECOVERED MATERIALS.**
11. The Company shall fully comply with Section 6002 of the Solid Waste Disposal Act, as that statute has been amended by the Resource Conservation and Recovery Act and by any other legislation.
12. In addition to taking all other steps necessary and appropriate to satisfy its obligations under Article 19.A of these Federal Contracting Requirements, the Company shall do all of the following:
13. Ensure that, whenever any material or product is procured for or related to this Contract, and that material or product is listed or identified in those Environmental Protection Agency (EPA) regulations in 40 CFR Part 247, the material or item is procured so that it contains the highest percentage of recovered materials that is practicable while still maintaining a satisfactory level of competition in the procurement process. Except to the extent that Federal Law may otherwise provide, the requirements of this Article 19.B.1 shall apply only where the purchase price of a particular material or product exceeds $10,000 or where the value of the quantity of that material or product acquired during the preceding fiscal year exceeded $10,000.
14. Ensure that all solid waste management services used for or in relation to the work under this Contract are procured in a manner that ensures that those services shall maximize energy and resource recovery.
15. Establish an affirmative program for the procurement of recovered materials identified in those Environmental Protection Agency (EPA) regulations in 40 CFR Part 24.
16. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 19 of these Federal Contracting Requirements, the Company shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with this Article 19 to the same extent that the Company must do so and to facilitate, support, and cooperate in the Company’s compliance with this Article 19.
17. **DHS SEAL, LOGO, AND FLAGS.**

The Company shall not use, and the Company shall ensure that no subcontractor or supplier uses, any Department of Homeland Security (“DHS”) seals, logos, crests, or flags, or the likeness of any DHS agency official, without specific, express, and written pre-approval to do so from DHS. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 20 to ensure that all subcontractors and all suppliers fully comply with this Article 20, the Company shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with this Article 20 of these Federal Contracting Requirements.

1. **FLY AMERICA.**
2. The Company shall fully comply with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118, as amended) and those United States General Services Administration regulations entitled “Use of U.S. Flag Air Carriers” that are found at 41 C.F.R. §§ 301-10.131 through 301-10.143 (together, this statute and those regulations shall be referred to as the “Air Travel Requirements”).
3. The Company shall ensure that all subcontractors (of every tier) and all suppliers fully comply with the Air Travel Requirements and with this Article 21 of these Federal Contracting Requirements. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 21.B, the Company shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with this Article 21 and with the Air Travel Requirements.
4. In addition to taking all other steps necessary and appropriate to fully comply with the Air Travel Requirements, the Company and all subcontractors and suppliers shall use only U.S.-flag air carriers for any international air transportation that is used to transport any person or any property for or in relation to this Contract. The requirements of this Article 21.C shall not apply, however, to the extent that any needed air transportation is not provided by any U.S.-flag air carriers.
5. **CARGO PREFERENCE.**
6. Whenever shipping any equipment, material, other product, or other commodity needed for or otherwise related to this Contract, the Company shall use privately owned U.S.-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers). This requirement, however, shall apply only to the extent that privately-owned U.S.-flag commercial vessels are available for such shipping at fair and reasonable rates for U.S.- flag commercial vessels.
7. Within twenty (20) days after the date of loading for a shipment originating within the United States, and within thirty (30) days after the date of loading for a shipment originating outside of the United States, the Company shall provide complete and legible copies of a rated, “on-board” commercial ocean bill-of-lading in English for that shipment to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the City (through the Company in the case of a subcontractor’s bill-of-lading).
8. The Company shall ensure that all subcontractors (of every tier) and all suppliers fully comply with the requirements of Article 23.A and Article 23.B of these Federal Contracting Requirements to the same extent that the Company must comply with them. In addition to taking all other necessary and appropriate steps to satisfy its obligations under.
9. **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.**

The Company, by entering into this Contract certifies that, consistent with 2 C.F.R. § 200.216 it will not use “covered telecommunications equipment or services” (as that term is defined in Section 889 of Public Law 115-232) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system provided under this Contract. The Company will include a requirement not to use such “covered telecommunications equipment or services” in any subcontracts for the provision of “covered telecommunications equipment or services” let under this Contract. “

As used in this clause “Substantial or Essential Component” means any component necessary for the proper function or performance of a piece of equipment, system, or service. “Covered telecommunications equipment or services” as used in this clause, includes but is not limited to:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
3. Telecommunications or video surveillance services provided by such entities listed in a) or b) or using such equipment provided by entities listed in a) or b).
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
5. **NOTICE OF DISPUTES, BREACHES, DEFAULTS, AND LITIGATION.**

If a current or prospective legal matter that may affect the city or the federal government emerges, the company must notify the city. The company must include a similar notification requirement in each of its subcontracts for twenty-five thousand dollars ($25,000) or more.

1. Legal disputes that require notification under this provision include, but are not limited to, a major dispute, breach, default, litigation, or naming the city or naming the federal government as a party to litigation or a legal disagreement in any forum for any reason.
2. Matters that may affect the federal government (and thereby the city) include, but are not limited to, the or the federal government’s interests in the award, the accompanying underlying agreement, and any amendments thereto, or the federal government’s administration or enforcement of federal laws, regulations, and requirements.
3. Additional notice to U.S. DOT Inspector General. The Company must promptly notify the U.S. DOT Inspector General in addition to the FTA chief counsel or regional counsel for FTA region 4, if the company has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the false claims act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is the subject of this contract, another contract funded by the FTA, or an agreement involving a principal, officer, employee, or agent of the company. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the company. In this paragraph, “promptly” means to refer information without delay and without change.
4. **domestic preferences for procurements.**

As appropriate and to the extent consistent with law, the company should, to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the united states (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For the purposes of this clause, (i) "produced in the united states" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the united states, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**ATTACHMENT G - DBE PROVISIONS AND FORMS**

This Attachment is attached and incorporated into the CCPA Technology Products and Related Services (the “Contract") between the City of Charlotte and {---Vendor Legal Name---} (“The Contractor”). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern. Unless if indicated to the contrary, these provisions will not apply to the Contractor while doing work for Aviation (the Charlotte Douglas International Airport).

1. DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) CONTRACT PROVISIONS AND FORMS.

**THE DBE GOAL FOR THIS CONTRACT IS: 0.0%**

**This Contract is subject to the requirements of 49 C.F.R. Part 26**

***Participation by DBE in Department of Transportation Financial Assistance Programs*.**

(a) Policy. As a recipient of funds from the Federal Transit Administration (“FTA”), the City has established a Disadvantaged Business Enterprise Program (“DBE Program”) in accordance with regulations of the U.S. Department of Transportation (“DOT”), 49 C.F.R. Part 26 and has committed to ensuring compliance on all FTA‐funded projects through monitoring, reporting, and goalsetting.

The DBE Program is incorporated into and made a part of the Bidding Documents and resulting Contract.

Copies of the DBE Program may be obtained online at <http://charmeck.org/city/charlotte/cats/about/Business/procurement/Pages/dbesbe.aspx>; under “City of Charlotte’s DBE Program (document)” on the [www.ridetransit.org](http://www.ridetransit.org) “Doing Business with CATS as a DBE/SBE” page.

It is the policy of the City to ensure that DBEs, as defined in 49 C.F.R. Part 26, have an equal opportunity to receive and participate in DOT‐assisted contracts. The City’s objectives are as follows:

* + - 1. To ensure nondiscrimination in the award and administration of DOT‐assisted contracts;
      2. To create a level playing field on which DBEs can compete fairly for DOT‐assisted contracts;
      3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
      4. To ensure that only firms that fully meet 49 C.F.R. Part 26 eligibility standards are permitted to participate as DBEs;
      5. To help remove barriers to the participation of DBEs in DOT‐assisted contracts; and
      6. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

The CATS Civil Rights Officer has been designated as the DBE Liaison Officer (“DBELO”). In that capacity, he/she is responsible for implementing all aspects of the DBE Program. Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations incurred by the City in its financial assistance agreements with the DOT.

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

1. The paragraph above shall be included in each subcontract the Contractor signs with any subcontractor, both DBE and non‐DBE subcontractors.

(c) Prompt Payment. The Contractor is required to pay each subcontractor (DBEs and non‐DBEs) under this Contract for satisfactory performance of its contract no later than seven (7) days from receipt of each progress payment or final payment the full amount the Contractor receives from the City for each subcontractor’s work and materials under the subcontract. Any delay or postponement of payment from the above referenced time frame may result in liquidated damages and/or sanctions as stipulated in Contract Documents. Exceptions may occur only for good cause following written approval by the City. The Contractor is required to return retainage payments to each subcontractor within seven (7) after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City.

1. The paragraphs above apply to both DBE and non‐DBE subcontractors.
2. For purposes of this Section, a subcontractor’s work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the City. When the City has made incremental acceptance of a portion of the Contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) DBE Goal. **Although the City has not established a DBE goal for this Contract**, DBE firms and small businesses shall have an equal opportunity to participate in this Contract. The Contractor shall adhere to the following:

1. Take affirmative steps to use as many of the race-neutral means of achieving DBE participation identified in 49 CFR 26.51(b) as practicable to afford opportunities to DBEs to participate in this Contract. A race‐neutral measure is one that is, or can be, used to assist all small businesses.
2. A DBE firm must perform commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by performing, managing and supervising the work; and
3. A DBE firm must be certified by NC‐DOT before its participation is reportable under paragraph (d) below.

(e) Report to the City. Even though no separate goal has been set for this Contract, the Bidder must submit its proposed DBE (if any) and non‐DBE utilization on **LIST OF SUBCONTRACTORS/SUPPLIERS – FORM A** listing ***ALL*** subcontractors and suppliers that will be providing goods or services under the Contract. This form is to include all subcontractors the Bidder proposes to use, not just the DBE subcontractors (if any). Bidders are required to list the names, contact information, annual gross receipts, age of firm, respective scope of work/service to be performed, NAICS Code, NCDOT Reporting Number, the dollar values of each subcontract that the Bidder proposes for participation in the Contract work, and the dollar value of total DBE participation for the Contract.

**LIST OF SUBCONTRACTORS/SUPPLIERS – FORM A** is attached in this DBE Forms and Provisions Attachment.

Even though no separate goal has been set for this Contract, the Contractor shall report its DBE participation obtained through race‐neutral means throughout the period of performance. The Contractor shall submit a monthly report on DBE Participation with each request for payment from the City. Such information shall be provided for both DBE and non‐DBE subcontractors on **MONTHLY PAYMENT TO SUBCONTRACTORS/SUPPLIERS –FORM B.** Failure to submit this form with every request for payment will result in delays in payment. The **MONTHLY PAYMENT TO SUBCONTRACTORS/SUPPLIERS – FORM B** is provided on the [CATS DBE Website](https://charlottenc.gov/cats/about/business/Pages/dbe-cbi-mwsbe.aspx).

(f) Records. On request, the Contractor shall make available for inspection, and assure that its subcontractors make available for inspection:

1. Records of prompt payments made in accordance with paragraph (c) above;
2. The names and addresses of DBE subcontractors, vendors, and suppliers under this Contract;
3. The dollar amount and nature of work of each DBE subcontractor;
4. The social/economic disadvantaged category of the DBE firms, i.e., Black American, Hispanic American, Native American, Subcontinent Asian American, Asian Pacific American, Non‐Minority Women, or Other; and
5. Other related materials and information.

(g) The Contractor must promptly notify the City whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor shall also promptly notify the City of a DBE subcontractor’s inability or unwillingness to perform and provide reasonable documentation. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

(h) A directory of DBEs may be accessed at the following website: <https://partner.ncdot.gov/VendorDirectory/default.html>

**INFORMATION**

If you have any questions concerning the required documentation listed above, or concerning the DBE requirements in general, contact:

**CATS Civil Rights Officer**

Arlanda Rouse,

Charlotte Area Transit System

600 East Fourth Street

Charlotte, NC 28202

704‐432‐2566

[arouse@charlottenc.gov](mailto:arouse@charlottenc.gov)

**LIST OF SUBCONTRACTORS - FORM A – Continuation**

**Project DBE and non-DBE Subcontractor / Supplier Utilization Commitment**

**Federal Disadvantaged Business Opportunity Program.**

**Note:** This **MUST** be submitted with your Proposal. Make copies as needed.

**If your company failed to meet the DBE Utilization Goal for this Project, you MUST attach documentation of your company’s Good Faith Efforts with your Proposal.**

**Company Name: Project Name: CCPA Technology Products and Related Services RFP #269-2024-109**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Subcontractor/Supplier’s Name & Address** | **Contact**  **Person** | **Age of**  **Firm** | **Description of Work** | **NAICS Code** | **NCDOT**  **Reporting #** | **Total Projected $** | **% of Bid**  **Amount** |
|  |  |  |  |  |  |  |  |
| Annual Gross Receipts: Less than $500,000  $500,000 - $1M $1-2M $2-5M Over $5M |
|  |  |  |  |  |  |  |  |
| Annual Gross Receipts: Less than $500,000  $500,000 - $1M $1-2M $2-5M Over $5M |
|  |  |  |  |  |  |  |  |
| Annual Gross Receipts: Less than $500,000  $500,000 - $1M $1-2M $2-5M Over $5M |
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| Annual Gross Receipts: Less than $500,000  $500,000 - $1M $1-2M $2-5M Over $5M |
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| Annual Gross Receipts: Less than $500,000  $500,000 - $1M $1-2M $2-5M Over $5M |
|  |  |  |  |  |  |  |  |
| Annual Gross Receipts: Less than $500,000  $500,000 - $1M $1-2M $2-5M Over $5M |
|  |  |  |  |  |  |  |  |
| Annual Gross Receipts: Less than $500,000  $500,000 - $1M $1-2M $2-5M Over $5M |

**ATTACHMENT H - AVIATION SPECIFIC FEDERAL Terms**

This Attachment is attached and incorporated into the CCPA Technology Products and Related Services **(“Contract”)** between the City of Charlotte **(“City”) and** {---Vendor Legal Name---} **(“The Company”)** and is applicable if the Company does work the for the City of Charlotte Aviation Department (also known as “Charlotte Douglas International Airport or “CLT.”). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **COMPLIANCE WITH SECURITY MEASURES. To the extent applicable based on the scope of the work provided by Company,** Company acknowledges and agrees that:
   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 (“Security Plan”) and enforced by the Transportation Security Administration;
   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;
   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; and
   4. 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.
   5. 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](http://www.cltairport.com/credentialing)
2. **GENERAL CIVIL RIGHTS PROVISIONS.** 
   1. 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.
3. **TITLE VI LIST OF PERTINENT NONDISCRIMINATION 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:**
   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);
   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);
   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);
   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);
   5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
   6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
   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);
   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;
   9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
   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);
   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)];
   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).
4. **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS: 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:**
   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.
   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.
   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.
   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.
   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.
   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.

**ATTACHMENT I - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

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

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

* **I hereby certify as stated above:**

(Print Name) Signature

Title Date

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

(Print Name) Signature

Title Date

**ATTACHMENTY J - BYRD ANTI-LOBBYING CERTIFICATION**

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

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

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

**{---Vendor Legal Name---}** (the “Company”) certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

{---Vendor Legal Name---}

(Print Name) Company Name

Authorized Signature Address

Date City/State/Zip

**ATTACHMENT K - Confidentiality Terms**

This Attachment is incorporated into the Contract for Services **(“Contract”)** between the City of Charlotte **(“City”) and** {---Vendor Legal Name---} **(“{---Vendor Reference Name---}”).** Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **“CONFIDENTIAL INFORMATION”** means any information, in any medium, whether written, oral, or electronic, obtained or accessed in connection with the Contract that is not subject to mandatory disclosure as a public record under North Carolina law, including without limitation the following:
   * Trade secretsof the City and its suppliers, contractors, and licensors, including software and technical materials.
   * *Information marked “Confidential” or “Proprietary”*
   * *Computer security information of the City, including passwords, codes, configurations, security standards and protocols, and other network, device, and system security features*
   * *Building plans of City-owned buildings and structures*
   * *Plans to prevent or respond to terrorist activity, including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure, or information storage system(s).*
   * *Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. §160A-168 (which includes all information gathered by the City about employees, except information which is a matter of public record under North Carolina law)*
   * *Personal identifying information of individuals, such as social security numbers, bank account numbers, credit and debit card numbers, birth dates, PIN numbers and passwords*
   * *Billing information of customers maintained in connection with the City providing utility services*
   * *Attorney / client privileged information disclosed by either party*
   * *Names and address of individuals who have received a rehabilitation grant to repair their homes.*
   * *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City*

The Confidential Information listed in italics above is “Highly Restricted Information,” which subject to additional restrictions as set forth herein. Confidential Information includes information disclosed prior to execution of this Contract as well as information disclosed after execution.

1. **RESTRICTIONS.**
   1. **{**---Vendor Reference Name---} 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.
   2. {---Vendor Reference Name---} 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 {---Vendor Reference Name---} having a need to know such Confidential Information for purpose of performing work contemplated by written contracts between the City and {---Vendor Reference Name---} , and who has executed a confidentiality agreement containing substantially the same protections set forth herein. Notwithstanding the forgoing, {---Vendor Reference Name---} shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted of the other to any third party without the City’s prior written consent
   3. {---Vendor Reference Name---} 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 in writing by the City or is for the purpose for which such Confidential Information is being disclosed.
   4. {---Vendor Reference Name---} shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
   5. {---Vendor Reference Name---} shall use reasonable efforts to prohibit its employees, vendors, agents, and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
   6. If any demand is made in litigation, arbitration, or any other proceeding for disclosure of Confidential Information, {---Vendor Reference Name---} shall immediately notify the City and will reasonably assist the City’s effort to seek a protective order or other appropriate relief to prevent or restrict any disclosure of Confidential Information.
   7. {---Vendor Reference Name---} will restrict employee access to the Confidential Information to those employees who need to know in order to: (a) fulfill {---Vendor Reference Name---}’s contractual obligations to the City, or (b) resolve a dispute with the City. {---Vendor Reference Name---} will have each employee who will have access to the Confidential Information sign a confidentiality agreement including protections substantially identical to those set forth herein.
   8. {---Vendor Reference Name---} 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 the City from time to time regarding Highly Restricted Information.
   9. {---Vendor Reference Name---} shall ensure that each person who obtains access to Confidential Information through {---Vendor Reference Name---} (including but not limited to {---Vendor Reference Name---} ’s employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to this Contract and the City’s Restricted Data Policy.
   10. All materials containing Confidential Information shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
2. **EXCEPTIONS**. {---Vendor Reference Name---} shall have no obligation with respect to Confidential Information that {---Vendor Reference Name---} can establish:
   * Was already known to {---Vendor Reference Name---} prior to being disclosed by the City;
   * Was or becomes publicly known through no wrongful act of {---Vendor Reference Name---};
   * Was rightfully obtained by {---Vendor Reference Name---} from a third party without similar restriction and without breach hereof;
   * Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, {---Vendor Reference Name---} shall first give to the City notice of such requirement or request;
   * Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that {---Vendor Reference Name---} shall immediately notify the City prior to disclosure, and reasonably assist the City in seeking a protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.