

**CITY OF CHARLOTTE
DEPARTMENT OF GENERAL SERVICES- CITY PROCUREMENT
600 EAST FOURTH STREET, 3RD FLOOR
CHARLOTTE, NORTH CAROLINA 28202
(704) 336-2256**

Date: **September 22, 2020**

Bid Number: **269-2021-719**

Subject: Invitation to Bid on the following apparatus, supplies, materials, equipment and/or services for:

MOW BUCKET TRUCKS

This letter extends an invitation for the submission of a Bid to supply the City of Charlotte with apparatus, supplies, materials, equipment and/or services as indicated above. Sealed Bids for the above will be received at the office of the Department of General Services, City Procurement, which is located at Charlotte-Mecklenburg Government Center, 600 East Fourth Street, 3rd floor, Charlotte, North Carolina 28202, until **3:00 p.m. on October 20, 2020**, at which time they will be opened and publicly read.

Instructions for the preparation and submission of a Bid are contained in the attached packet. Please read them carefully. If you do not desire to offer a Bid, we ask that you let us know by signing in the appropriate space on the Bid Response Form, and returning it to us, according to the instructions found in Section 1.6. Otherwise, your name may be removed from our list of potential Bidders considered for future participation.

Any changes to the terms, conditions or specifications stated in this ITB will be documented in a written addendum, issued by City Procurement. These addenda will be posted on the Internet at www.ips.state.nc.us and/or www.charlottenc.gov/doingbusiness, and may be accessed at this website by searching for Bid number **269-2021-719**. Each Bidder is required to acknowledge receipt of all addenda using the space provided on the enclosed Bid Response Form. Please note that we may not consider any Bid that fails to acknowledge receipt of each issued addendum.

A response from your Company to this ITB would be appreciated. Questions should be submitted in writing to **John Larson** at john.larson@ci.charlotte.nc.us.

Sincerely,

Kay Elmore
Chief Procurement Officer

cc: ITB Project File

Checklist for Submitting a Bid:

Step 1-Read the document fully.

Step 2-If you plan to submit a Bid, please fax or email Form 1 in Section 4 to the number or email address listed on the form.

Step 3-If you have any questions, send them before the deadline listed in Section 1.9.

If you plan to submit a Bid, you must follow this checklist and must include everything detailed below.

Bid Original and Copies - Please provide the specified number for each format:

- 1 (One) Copy marked "Original" in a sealed, non-transparent envelope that includes the Bidder's name, the Bid number, and identification of the equipment, supply and/or service for which the Bid is submitted
- 1 (One) Copy on flash drive

Bid Format - Bids should be formatted as follows:

- Section 4, Form 2, Bid Submission Form
- Section 4, Form 3, Addenda Acknowledgment Form
- Section 4, Form 4, Exceptions Form
- Section 4, Form 5, Pricing Sheet
- Section 4, Form 6, Non-Discrimination Provision
- Section 4, Form 7, References
- Section 4, Form 8, Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Section 4, Form 9, Byrd Anti-Lobbying Certification
- Section 4, Form 10, Buy-America Certification
- Section 4, Form 11, CATS Form A
- Comply with all requirements in Exhibit F of the sample contract

The above items constitute all that must be included in the Bid package. If awarded a contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in Section 34 of the Sample Contract in Section 5.

It is the Company's responsibility to check www.ips.state.nc.us and/or www.charlottenc.gov/doingbusiness for any addenda or changes to this Project. Search for Bid # 269-2021-719 to find if any documents or changes have been posted.

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INSTRUCTIONS TO BIDDERS

1.1. Review and Comply

Each reference to this Invitation to Bid (“ITB”) includes all components listed in the Table of Contents above. Please review each of them carefully. Bidders will be held accountable for having full knowledge of the contents of this ITB and for performing any due diligence that may be necessary to submit a binding Bid.

1.2. Definitions:

Addendum: Refers to any and all modifications or additions to this Invitation to Bid that are issued in writing by City Procurement.

Bid: Refers to a bid submitted by a company in response to this Invitation to Bid. A Bid shall be submitted on the Bid Response Forms included in Section 4 of this ITB.

Bid Response Forms: Refers to the forms that a Bidder is required to complete and return as its Bid, as included in Section 4.

Bidder: Refers to a person or entity that submits a Bid.

CBI: Refers to the Charlotte Business INClusion office of the City of Charlotte.

CCPA: Refers to the Charlotte Cooperative Purchasing Alliance.

Charlotte Combined Statistical Area (CSA): Refers to the area consisting of the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union, and the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.

City: Refers to the City of Charlotte, North Carolina.

Company: During the solicitation process, refers to a company that has interest in providing the Products and Services. After the solicitation process, refers to a company that enters into a Contract with the City for all or part of the Products and Services covered by this ITB.

Contract: A contract under which a Bidder agrees to provide all or part of the Products and Services to the City. A Contract shall include the Terms and Conditions set forth in Section 5 of this ITB, together with all attachments referenced therein.

Environmentally Preferable Products: Products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.

Minority Business Enterprise (MBE): Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native

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	American, or American Indian; and (iii) has a significant business presence in the Charlotte Combined Statistical Area.
MWSBE:	Refers to SBEs, MBEs and WBEs, collectively.
MWSBE Goal:	If an ITB or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one, combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.
Post-Consumer Recycled Material:	Refers to material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
Procurement:	Refers to the City of Charlotte's Department of General Services - City Procurement.
Products:	Refers to all products that the Bidder agrees to provide to the City as part of its Bid.
Recyclability:	Products or materials that can be collected, separated or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
Recycled Material:	Refers to material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
Services:	Refers to all services that the Bidder agrees to provide to the City as part of its Bid, including but not limited to training, warranty and maintenance.
Small Business Enterprise (SBE):	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
Specifications:	Refers to the written description of the functions or features of the Products and Services for which the City seeks bids, as shown in Section 3 and Exhibit F.
Terms and Conditions:	Refers to the City's standard contractual terms and conditions as set forth in Section 5.
Women Business Enterprise (WBE):	Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the

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meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one or more persons who are female; and (iii) has a significant business presence in the Charlotte Combined Statistical Area.

1.3. Contract Documents:

Each Bid constitutes an offer to become legally bound to a Contract with the City incorporating the ITB and the Bidder's Bid. Upon Contract award by City Council, the City will send the successful Bidder the Contract, which shall consist of the Terms and Conditions contained in Section 5 of this ITB, together with all attachments referenced therein.

1.4. Exceptions:

Each Bid submitted in response to this ITB constitutes a binding offer to comply with all terms, conditions, special conditions, specifications, and requirements stated in this ITB (including but not limited to the Terms and Conditions), except to the extent that a Bidder takes exception to such provisions in the manner required by this Section. To take exception to a provision of this ITB, the Bidder must clearly identify in Form 4 of the Bid Response Forms each of the following: (1) the number and title of each section of this ITB that the Bidder takes exception to; (2) the specific sentence within such section that the Bidder takes exception to; and (3) any alternate provision proposed by the Bidder. Bidders are reminded that a material variance from the terms of this ITB may result in the Bid being rejected by the City.

1.5. Multiple/Alternate Bids:

No Bidder shall submit more than one (1) Bid unless multiple or alternate Bids are requested in the Special Conditions. Unless specifically stated in the Special Conditions, any multiple or alternate Bids must be brought to the City's attention by submitted in writing at least five (5) days prior to the opening of the Bid.

1.6. How to Prepare Bid Responses:

All bids shall be prepared as follows:

- Complete the Bid Response Forms provided in Section 4 of this ITB. Bid responses must be submitted only on these forms.
- Bid responses must be typewritten or completed in ink, signed by the Bidder or the bidding firm's authorized representative. All erasures or corrections must be initialed and dated by the person who signs the Bid Response Form on behalf of the Bidder.
- Bids must be accompanied by accurate descriptions of the exact materials, supplies, vehicles, and/or equipment offered for purchase. The Specifications may require that copies of detailed factory specifications, ratings, technical data, etc. be submitted along with the Bidder's response package.

1.7. How to Submit Bid Responses:

All Bidders shall:

- Submit their Bid in a sealed opaque envelope with the following information written on the outside of that envelope:
 - The Bidder's company name;
 - The Bid number, as indicated on the cover letter to this ITB; and
 - Identification of the equipment, supply and/or service for which the Bid is submitted, as indicated at the top of the cover letter to this ITB.

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- Mail or Deliver one (1) unbound original Bid signed in ink and two (2) bound bid copies by a company official authorized to make a legal and binding offer and one (1) electronic copy on a flash drive in a searchable PDF format to the address listed below, to be received no later than **October 20, 2020**, at **3:00** p.m. The original Bid shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information. When received, all Bids and supporting materials, as well as correspondence relating to this ITB, shall become the property of the City.

Please be advised that the electronic copies on CD or flash drive must be identical to the unbound original. The CDs and flash drives are for evaluation purposes only and will not be accepted as the official original Bid. The original Bid signed in ink by a company official must be submitted to be considered a responsive and valid Bid. Bids sent by facsimile will not be accepted.

Mail or deliver Bid packages to:

Charlotte-Mecklenburg Government Center
Department of General Services - City Procurement
600 East Fourth Street, 3rd Floor
Charlotte, NC 28202
Attn: **John Larson, Procurement Officer**

Due to increased security concerns at the Charlotte-Mecklenburg Government Center (CMGC) sealed boxed may be searched and thoroughly inspected prior to admittance. Please allow time for this search to take place if delivering your Bid in person to the CMGC.

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

Note that the Bid opening date listed above is based on the assumption that one or more Bidders will submit samples of alternate products for evaluation by the City. In the event no samples are submitted, or in the event the evaluation does not require as much time as anticipated, the City may move up the Bid opening date by issuing a written addendum to this ITB. The City reserves the right to change the Bid opening date, or any other dates relevant to this procurement process, at any time in its sole discretion.

DATE	EVENT
September 22, 2020	Issuance of ITB. The City issues this ITB.
September 29, 2020	Question Deadline
October 20, 2020	Bid Submission. All Bids will be time-stamped upon receipt and held in a secure place until this date.
November, 2020	Contract Award

1.8. Trade Secrets and Personal Identification Information:

Definition

Upon receipt by City Procurement, all materials submitted by a Bidder (including the Bid) are considered public records except for: (1) material that qualifies as “trade secret” information under

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N.C. Gen. Stat. § 66-152 et seq. (“Trade Secrets”), or (2) “personal identification information” protected by state or federal law, to include, but not be limited to, Social Security numbers, bank account numbers, and driver’s license numbers (“Personally Identifiable Information” or “PII”).

Instructions for Marking and Identifying Trade Secrets

If any Bid contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified in accordance with this Section by clearly separating them from the rest of the Bid. For hard copy documents, it must be submitted in a separate, sealed envelope, marked either “Personally Identifiable Information – Confidential” or “Trade Secret—Confidential and Proprietary Information.” For electronic submissions, it must also be submitted on a separate CD or flash drive. In both hard copy and electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

Availability of Bids to City Staff and Contractors

By submitting a Bid, each Bidder agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who assist in the selection process or who are hired or appointed by the City to assist in the selection process.

Availability of Bids via Public Records Requests

Any person or entity (including competitors) may request Bids submitted in response to an ITB. Only those portions of ITBs properly designated as Trade Secret or PII are not subject to disclosure. The public disclosure of the contents of a Bid or other materials submitted by a Bidder is governed by N.C. Gen. Stat. §§ 132 and 66-152, et seq.

When determining whether to mark materials as Trade Secret, please note the following:

- Entire Bids may not be marked as Trade Secret; and
- Pricing may not be marked as Trade Secret.

The City may disqualify any Bidder that designates its entire Bid as a Trade Secret or PII, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret or PII. Each Bidder agrees to indemnify, defend, and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Bidder has designated as a Trade Secret or PII. This includes an obligation on the part of the Bidder to defend any litigation brought by a party that has requested Bids or other information that the Bidder has marked Trade Secret or PII.

1.9. Questions:

There is one way to ask questions about this ITB: (1) submit a question in writing to John Larson at the email address listed below. Other than these permitted questions, Bidders should refrain from contacting City staff prior to the Bid opening date. **The City is not bound by any statements, representations or clarifications regarding this ITB other than those provided in writing by the Procurement Officer.**

JOHN LARSON

ITB # 269-2021-719

Charlotte-Mecklenburg Government Center

Department of General Services - City Procurement

600 East Fourth Street, 3rd Floor

Charlotte, North Carolina 28202

Phone: 704-432-0458

E-mail: John.larson@ci.charlotte.nc.us

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Questions should reference the ITB page and topic number. Question deadline for the ITB is September 29, 2020.

The City will post answers to questions posed by prospective Bidders and/or general information concerning this ITB in the form of an addendum to the ITB on the Internet at www.ips.state.nc.us and/or www.charlottenc.gov/doingbusiness. ITB information can be accessed at the website by searching for Bid number 269-2021-719. It is the responsibility of the prospective Bidder to check the website for any addenda issued for this ITB.

1.10. How to Submit an Objection Relating to This Invitation to Bid:

When a Pre-Bid Conference is scheduled, Bidders should either present their objection at that time (either verbally or in writing), or submit a written objection prior to the scheduled Pre-Bid Conference.

When a Pre-Bid Conference is not scheduled, Bidders must submit objections in writing at least ten (10) days prior to the opening of the Bid.

Except for objections raised at the Pre-Bid Conference, all objections must be in writing directed to the Procurement Officer designated in the preceding section.

Failure to object in the manner specified above shall constitute a waiver of any objections the Bidder may have to the terms of this ITB, or anything that occurred in the Bid process through the end of the Pre-Bid Conference.

1.11. Binding Offer:

Each Bid shall constitute a firm offer that is binding for one hundred twenty (120) calendar days from the date of the Bid opening.

1.12. Errors in Bids:

Withdrawal of inadvertently erroneous Bids may be permitted where appropriate, if the request is submitted to the City within seventy-two (72) hours after Bid opening, not including Saturdays, Sundays, and other days the Charlotte-Mecklenburg Government Center is not open to the public for business. A request for withdrawal must be made in writing directed to John Larson. Consideration of a request to withdraw a bid will be made in accordance with N.C. Gen. Stat. § 143-129.1.

In case of Bidder errors calculating “extended” prices stated in a Bid, the unit prices shall govern.

1.13. City’s Rights and Options:

The City reserves the following rights, which may be exercised at the sole discretion of the City of Charlotte:

- to supplement, amend, substitute or otherwise modify this ITB at any time;
- to cancel this ITB with or without the substitution of another ITB;
- to take any action affecting this ITB, this ITB process or the Products or Services subject to this ITB that would be in the best interests of the City;
- to issue additional requests for information;
- to require one or more Bidders to supplement, clarify or provide additional information in order for the City to evaluate the Bids submitted;
- to conduct investigations with respect to the qualifications and experience of each Bidder;

- to change the Bid opening date or any other dates relevant to this ITB;
- to waive any defect or irregularity in any Bid received;
- to reject any or all Bids;
- to award all, none, or any part of the items that is in the best interest of the City, with one or more of the Bidders responding, which may be done with or without re-solicitation; and
- to enter into any agreement deemed by the City to be in the best interest of the City, with one or more of the Bidders responding.

1.14. Bids on All or Part:

Unless otherwise specified by the City or by the Bidder, the City reserves the right to make award on all or part of the items to be purchased. Bidders may restrict their bids to consideration in the aggregate by so stating in the Bid. However, Bids restricted to consideration in the aggregate must also include a unit price on each item Bid.

1.15. Invitation to Bid Not an Offer:

This ITB does not constitute an offer by the City. No recommendations or conclusions from this ITB process shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

1.16. Charlotte Business INclusion Program:

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

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

1.17. Equal Opportunity:

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

1.18. No Collusion or Conflict of Interest:

By responding to this ITB, the Bidder shall be deemed to have represented and warranted that the Bid is not made in connection with any competing Bidder submitting a separate response to this ITB, and is in all respects fair and without collusion or fraud.

Bidder shall also be deemed to have represented and warranted that none of Bidder's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Bidder.

1.19. [RESERVED]

1.20. Certified Test Report:

If the Specifications or Special Conditions require a certified test report, Bidders shall provide such report at their expense, prior to or with their sealed Bids. The certified test report shall be from a recognized independent testing laboratory or manufacturer's quality control laboratory and shall show all test results and full compliance with the applicable Specifications.

1.21. Brand Name:

If and whenever brand names, makes, names of manufacturers, trade names, Bidder catalogs or model numbers are stated in this ITB, they are for the purpose of establishing a grade or quality of material. [RESERVED]

1.22. [RESERVED]

1.23. [RESERVED]

1.24. Guarantor:

If the Bidder is a subsidiary of another entity, the City requires that the Bidder's parent entity provide a guarantee of payment of all of the Bidder's obligations under the Contract. The City may also require that the Bidder obtain a guaranty from an entity other than the parent if the City concludes that such guaranty would be beneficial to protect the City's interest. If the Bidder is not a subsidiary, the City may require that the Bidder obtain a guaranty of payment from another entity if the City concludes that such guaranty would be beneficial to protect the City's interest. If a guarantor is required, the Bidder must: (1) identify a guarantor that is acceptable to the City, (2) provide the City with the same financial information about the guarantor that the Bidder is required to provide about itself under this ITB; and (3) provide the City with a signed, legally binding guaranty agreement from the approved guarantor that is acceptable to the City in the City's sole discretion. Failure to comply with the foregoing shall be grounds for rejection of the Bidder's Bid.

1.25. Award Criteria:

The City reserves the right to award a Contract to the lowest responsive responsible Bidder taking into consideration vendor qualifications and experience, quality, delivery, workmanship, services, facility requirements, inventory control and reporting. The City reserves the right to reject any Bid on the basis of function, compatibility with user requirements of utility, as well as cost.

1.26. Environmental Preferable Purchasing:

The City promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring Products or Services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

Recycled content	Renewable resources
Recyclability	Reduced Packaging
Biodegradability	Reduced toxicity
Compostability	Low Volatile Organic Compounds (LVOCs)
Energy and Water Efficiency	Pollution Prevention
Life Cycle Management	End of Life Management

Bidders able to supply Products or Services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in their Bids. Bidders must provide certification of environmental standards and other environmental claims,

such as recycled content and emissions data, or a formal statement signed by a senior company official.

1.27. [RESERVED]

1.28. Post Award Conference:

A Post-Award Conference may be scheduled as soon as practical after the award of the Contract. The Company shall attend the conference along with the Company's prospective Project Manager and any anticipated major subcontractors, and shall provide at such conference a written schedule for the delivery of any Products or Services for which no delivery dates have been specified in this ITB.

TERMS AND CONDITIONS

Each Bid submitted in response to this ITB constitutes an offer to become legally bound to a Contract incorporating terms and conditions set forth in this Section 2 as well as the Terms and Conditions in Section 5. For purposes of this Section, a Bidder that enters into a Contract with the City may be referred to as the “successful Bidder” or the “Company.”

2.1. Contract Types:

The Contract resulting from this Invitation to Bid will be of the type indicated below:

Definite Quantity: The Contract will be a fixed-price contract that provides for delivery of a specified quantity of Products and Services either at specified times or when ordered.

Indefinite Quantity: The Contract will be a unit price contract for an indefinite amount of Products and Services to be furnished at specified times, or as ordered. In some cases, indefinite quantity contracts may state a minimum quantity that the City is obligated to order. The City may make available to Bidders information regarding the City’s purchase history or projected estimates of the approximate quantity of Products that will be needed. The City makes no representations as to the accuracy of such information. Each Bidder is required to perform its own due diligence on which to base its bid. Inaccuracy of purchase history or projected quantity estimates provided by the City will not give rise to any claim against the City, or entitle any Bidder to rescind its bid or terminate or amend the Contract.

2.2. Terms of Contract:

Unit Price Contract: Contract awarded is for a unit price when product and service needs are based upon indefinite quantities, and where orders will be based on actual needs that may exceed or be less than projections. All expenditures under a unit price contract are contingent upon appropriations having been made by Charlotte City Council.

Contract Terms and Renewal Options: The Contract term shall be for a period of three (3) years from the date of award. The City, at its option, may extend the Contract for up to two (2) additional one-year extensions unless the Bidder objects in writing at least ninety (90) days prior to the beginning of the extension term.

One Time Purchase: Contract awarded is for a specific quantity purchased at one time.

2.3. Notice to Proceed:

The successful Bidder shall not commence work or make shipment under this ITB until duly notified by receipt of an executed Contract from the City. If the successful Bidder commences work or makes shipment prior to that time, such action is taken at the Bidder's risk, without any obligation of reimbursement by the City.

2.4. Delivery Time:

When delivery time is requested in this ITB (whether in the form of a specific delivery date or maximum number of days for delivery), time is of the essence. Each Bid shall be deemed a binding commitment of the Bidder to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available by law or in equity.

2.5. Prices Are Firm:

Each Bidder warrants the Bid price(s), terms and conditions quoted in its Bid shall be firm for acceptance by the City for a period of one hundred twenty (120) calendar days from the date of the Bid opening. Once award is made and a Contract is in place, prices shall remain firm and fixed for

the entire Contract period, unless otherwise allowed in the Special Conditions and stated in the Bid. If your Bid includes price increases over the term of the Contract, such increases must be clearly designated on Form 5 of the Bid Response Package (Pricing Sheet).

2.6. Price Adjustment As Part of the Bid:

To submit price adjustments as part of your Bid, you must: (1) comply with any limitations or instructions that are stated in this ITB; and (2) state very clearly in the Pricing Sheet of your Bid Response Forms the proposed price adjustments or, if permitted, the price adjustment formula. Restrictions and instructions regarding price adjustments are provided in the Bid Response Forms. It is important that the Bidder check for these restrictions and instructions carefully. In some instances price adjustments are not permitted as part of the Bid. In other instances formula price increases are prohibited due to the difficulty they create in comparing Bid prices.

2.7. Prompt Payment Discounts:

Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the Contract except as a factor to aid in resolving cases of identical prices.

2.8. Quality:

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

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

2.9. Inspection at Bidder’s Site:

The City reserves the right to inspect the equipment, plant, store or other facilities of a Bidder prior to Contract award, and during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days’ notice to the Bidder (except that a store may be inspected at any time during regular store hours without notice).

2.10. Certification of Independent Price Determination:

By submission of a Bid, the Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that in connection with this procurement:

The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

Unless otherwise required by law, the Bidder has not knowingly disclosed the prices that have been quoted in this bid directly or indirectly to any other Bidder or to any competition prior to the opening of the bid; and

No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

2.11. Insurance:

All Bidders must indicate compliance with the Insurance requirements stated in Section 32 of the Sample City Contract.

SPECIFICATIONS

3.1. Background:

Charlotte Area Transit System is the largest Rail Transit System in North Carolina and has various maintenance needs along the rail lines. The solicitation is for the purchase of two MOW Bucket Trucks that meets specifications in Exhibit F of the sample contract.

3.2. Scope:

The scope of this Invitation to Bid (ITB) is to establish a contract for the purchase, delivery and other inherently related activities of the Products and Services and in compliance with the specifications and terms and conditions set forth in this ITB.

All Products and component parts furnished under the Contract shall be new, shall comply with the specifications and terms and conditions set forth in this ITB, and shall operate in full compliance with these Specifications.

3.3. [RESERVED]

3.4. Quantities:

The solicitation is for two vehicles.

3.5. Vehicle Specifications:

The vehicle specifications below (**EXHIBIT F**) in the sample contract are sufficient to detail the construction of the desired vehicle to allow the vendor to properly price their bid submission. The vendor must complete the section below and identify if their bid proposal meets the state requirements, does not meet the stated requirements, or if the vendor is proposing an alternate to that which is stated in the specifications.

3.6. Product Standards:

All Component parts of the finished vehicle are to be new components, consistent with industry quality standards, and where brand names are cited in the vehicle specifications (Exhibit F of the sample contract) they are used to establish a benchmark for quality which the City of Charlotte expects in the finished product.

3.7. Alternate Products:

Please refer to Exhibit F of the sample contract for products, product specifications, and alternatives.

The City cannot be responsible for testing and or accepting every new or evolving product proposed and reserves the right to reject proposed products that do not meet the City's current business model.

3.8. Warranty:

All Products supplied under the Contract shall be covered by a manufacturer's written guarantee and/or warranty that such Products will be free from defects in materials, workmanship and performance; merchantable and in full conformity with the Specifications set forth in this ITB (**EXHIBIT F**), industry standards, dimension charts and Bidder's descriptions, representations and samples. The Company shall administer the warranty on the City's behalf, and shall ensure that the manufacturer repairs or replaces at no charge to the City all Products that violate either the above warranty or the applicable manufacturer's warranty.

3.8.1 The Company shall provide the City with two copies of the manufacturer's written warranty for each item of equipment.

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

3.9. Installation:

Only experienced professionals should install all products. All work must be performed according to the standards established by the terms, specifications, and drawings and meet manufacturer's specifications and industry standards.

3.10. Pricing:

Bids shall be submitted as a fixed unit price per item that includes shipping and delivery, any discounts, vendor markup/profit, item cost and storage. No other charges are allowed. (modify as needed – could be a lump sum cost or discount off list price).

3.11. Delivery:

All Products provided under this contract must be delivered F.O.B. Destination as agreed upon in the resulting contract. Workdays are Monday through Friday, excluding recognized City, State and Federal holidays. Delivery and freight charges are to be included in discount price. Failure to comply with this requirement shall be cause to terminate this contract unless such failure is confined to infrequent and isolated instances, which do not involve major purchases.

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

3.12. Delivery Personnel:

All delivery personnel of the successful Bidder may be subject to background checks at the discretion of the City. Bids shall include company policies regarding selection of personnel who will be frequenting City facilities.

3.13. Invoices:

The Company must email one copy of each invoice to cocap@charlottenc.gov. Invoices must include the item number, description, unit cost, quantity and extended price, and contract or purchase order number of each item purchased. Every invoice must also include the City department that placed the order and be submitted to City of Charlotte Accounts Payable per the billing instructions of the subsequent Contract. Add specific requirements as needed (i.e. electronic billing, etc.)

3.13.1 It is acknowledged and agreed that having correctly priced invoices is a material element of the proposal to the City. Failure by the Company to submit correct invoices may be grounds for termination of the contract. Without limiting the City's right to terminate the contract for incorrect pricing on invoices, the Company agrees to pay the City a service fee for correcting invoices equal to twenty-five dollars (\$25) for each item incorrectly priced on an invoice. Payment must be in the form of a deduction from other amounts owed to the Company.

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

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

3.14. Award of Contract:

The City reserves the right to award this contract based on the lowest responsive responsible bidder taking into consideration vendor qualifications and experience, quality, delivery, workmanship and any applicable environmentally preferable attributes associated with the product or services.

The City reserves the right to add items excluded under this Invitation to Bid, or to delete items, which are included under this Invitation to Bid.

3.15. City Contracting Requirements:

The City will enter into an Agreement written by the City with the successful Bidder that contains the terms and conditions set forth in this ITB and sample Contract included as Section 5. Each Bidder must state specifically in its bid response any exceptions to the terms and conditions included in this ITB, or the sample Contract and any proposed additional terms or conditions deemed important by the Bidder. The City will take any such exceptions and proposed additions into account during the evaluation process. Any terms and conditions that the Bidder does not specifically object to will be incorporated into the resultant Agreement. Notwithstanding the foregoing, the City reserves the right to change the proposed contractual terms and conditions prior to contract award if it is in the City's best interest to do so.

The terms and conditions set forth in this ITB are not all inclusive. The City may propose additional terms and conditions based on the responses to this ITB and the City's analysis of the successful bid.

The term "Contract" shall refer to the contract entered into between the City and the successful Bidder, and the term "Company" shall refer to the successful Bidder.

3.16. Items Under Contract:

The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added will be subject to bid statute requirements. The City may also delete Product items included in this Contract if the items are no longer needed by the City.

3.17. Liquidated Damages

The City and the Company agree that the City will incur damages for inconvenience and delay if the Company fails to meet deadlines and functional requirements set forth in this Invitation to Bid for delivery of products and services (the "Completion Dates"). The parties further acknowledge that the damages, which might be reasonably anticipated to accrue as a result of such failure, are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Company agrees that it will pay liquidated damages in accordance with the schedule set forth below:

3.17.1 The Company will pay (and the City may deduct from any outstanding payments due the Company) liquidated damages in the amount of \$245.00 per calendar day for each day the Company is late in meeting a Completion Date until all applicable products or services have been provided in compliance with the specifications and requirements of this Invitation to Bid, provided that such liquidated damages will not begin to accrue until after the Completion Date.

3.17.2 The equipment, vehicles and products covered by this Invitation to Bid will be purchased by State and/or Federal grant funding. Therefore, a late delivery may result in the City losing the approved grant funds. In the event that grant funding is lost due to the Company's failure to deliver in compliance with the terms of the resulting contract, the Company shall be liable for the total amount of grant funds lost, in addition to the damages stated in section 5.

3.18. Customer Service Representative:

The Company must dedicate a Full-Time “Account Executive” for servicing the City. The account executive must be available by cell phone. The cell phone must be operational at all times. All communicational contact, either via phone, email, etc. must be addressed with a response within two (2) business days. The account executive must be available to attend meetings regarding 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. He or she must have the ability and authority to make decisions on behalf of their employer enabling them to provide both normal and emergency service as necessary.

3.19. Company Personnel Removal or Replacement:

The City will have the right to require the removal and replacement of any personnel of the Company or the Company’s subcontractors who are assigned to provide services to the City.

3.20. Applicable Laws:

The Bidder agrees to make itself aware of and comply with, and cause its subcontractors to comply with, all federal, state and local laws, regulations and ordinances relating to the performance of this Contract or to the products and services delivered hereunder, including without limitation E-Verify, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and OSHA. The Company further agrees to obtain all verifications, permits and licenses applicable to the performance of this Contract. If any violation of this Section has occurred or does occur, the Company will indemnify and save harmless the City from all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of such violation. The solicitation does not have a DBE goal but the selected vendor must submit the CATS Form A (Section 4, Form 11) as part of the bid process.

3.21. Permitting Responsibilities:

All permits and inspections are the sole responsibility of the successful Bidder.

3.22. No Limitations on Disclosure.

All Bidders agrees that the City shall be able to disclose and distribute to any persons or entities, without restriction, all Products, samples and other Products provided under in the course of this bid process or under the Contract. The Company specifically agrees that the City can and will provide samples of the Products provided under this Contract to the Company’s competitors in any future procurement process.

3.23. City Department Participation:

Other City Departments shall be permitted to purchase Product items defined in this Contract. The Company shall be responsible for obtaining valid identification of such employees, and for verifying that such individuals are employed by the City and are authorized to make such purchases.

3.24. Returns and Restocking Charges:

The Company or applicable manufacturer must pick up any merchandise to be returned within twenty-four (24) hours after the City notifies the Company of the return. The City will not pay restocking fees for merchandise that has been returned unless it is subject to minimum inventory requirements under this ITB or is a specialty item and the City has been notified, at the time of placement of order, of the potential restocking charge. The Company will issue a credit memo to the City within seven (7) calendar days of the return.

3.25. Placement of Orders:

All orders will be placed by City designated personnel on an as needed basis for the quantity required at the time during the term of the Contract. Orders will be placed by means of a purchase order, or other approved authorization method.

3.26. [RESERVED]

3.27. [RESERVED]

3.28. Training:

The successful Bidder will be responsible for initially training all necessary City employees on using their on-line ordering system and any on-going training for new or additional users, at no additional cost to the City. Supplier will be responsible for providing documented step-by-step instructions to each authorized user of the City.

3.29. DBE Goal:

There is no DBE goal for this solicitation. All Bidders must still fill out Form A for CATS purposes.

REQUIRED FORMS

INVITATION TO BID ACKNOWLEDGEMENT – FORM ONE

ITB # 269-2021-719

MOW Bucket Trucks

The Company hereby certifies receipt of the Invitation to Bid for the City of Charlotte, North Carolina ITB #269-2021-719, **MOW Bucket Trucks**. This form should be completed upon receipt of the City’s ITB and faxed or emailed in time for the City to receive it by or before **September 29, 2020**. Failure to submit this form by the designated date shall not preclude the Company from submitting a bid. Please fax or email the completed form to the attention of:

John Larson, Procurement Officer
Department of General Services - City Procurement
Email: john.larson@ci.charlotte.nc.us

Date: _____

Authorized Signature: _____

Title: _____

Company Name: _____

Contact Name: _____

Contact E-mail address: _____

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

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

Indicate number of attendees: _____

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

Reason: _____

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

Reason: _____

BID SUBMISSION FORM – FORM TWO

ITB # 269-2021-719

MOW Bucket Trucks

This Bid is submitted by:

Company Name: _____

Representative (printed): _____

Address: _____

City/State/Zip: _____

Email address: _____

Telephone: _____

(Area Code) Telephone Number

Facsimile: _____

(Area Code) Fax Number

By signing above, the Bidder agrees that the City reserves the right to reject any and all Bids, to award multiple Contracts by line item, combination of items, or grand total according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this ITB. Bids are valid for one hundred twenty (120) calendar days from Bid Opening.

The representative signing above hereby certifies and agrees that the following information is correct:

1. Bid/Bid document has been signed by authorized bidder/proposer official.
2. Bid/Bid package has been properly labeled per the instructions. (See Section 1.6)
3. Bid/Bid package contains all of the Bid/Bid Response Package Forms:
 - Bid Submission - Form Two
 - Addenda Acknowledgement - Form Three
 - Exceptions – Form Four
 - Pricing Sheet - Form Five
 - Non-Discrimination Certification Compliance - Form Six
 - Bidder References - Form Seven
 - Certification Regarding Debarment, Suspension and Other Responsibility Matters – Form Eight
 - Byrd Anti-Lobbying Certification – Form Nine
 - Buy America – Form Ten
 - Specification Compliance Pages (e.g., a checklist of specifications with “meets/does not meet” columns) – Exhibit F

ADDENDA ACKNOWLEDGEMENT FORM – FORM THREE

ITB # 269-2021-719

MOW Bucket Trucks

Please acknowledge receipt of all addenda by including this form with your Bid. All addenda will be posted to the NC IPS website at www.ips.state.nc.us and the City's Contract Opportunities Site at <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

ADDENDUM #:

**DATE ADDENDUM
DOWNLOADED FROM NC IPS:**

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

(Please Print Name)

Date

Authorized Signature

Title

Company Name

EXCEPTIONS FORM – FORM FOUR

ITB # 269-2021-719

MOW Bucket Trucks

The undersigned Bidder agrees to provide all Products and Services requested in the ITB for the price(s) set forth in the Pricing Sheet, all in strict conformity with the terms, conditions and specifications set forth in the ITB (including any addenda or amendments), subject only to the exceptions stated in the chart below. Exceptions representing material changes to Bid terms are grounds for rejection of the Bidder's Bid.

ITB Section Number	ITB Section Title	Exception and Proposed Change to ITB

Section 4 - Required Forms

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Terms as included herein as Section 4. As such, I have elected to do the following:

Include exceptions to the sample contract in the following section of my Bid: _____

Not include any exceptions to the Sample Terms.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information (“PII”) as detailed in Section 1.8. I understand that the City is legally obligated to provide my Bid documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

The following section(s) of the Bid are marked as Trade Secret or PII: _____

No portion of the Bid is marked as Trade Secret or PII.

The signature below certifies that: (a) the Bidder’s Bid complies with the requirements of this Invitation to Bid; and (b) that the Bidder takes no exception to the terms of the ITB other than those listed in the chart contained in this Form.

Date: _____

Company: _____

By: _____
Print name and title of signatory

Signature: _____

PRICING SHEET – FORM FIVE

ITB # 269-2021-719

MOW Bucket Trucks

The undersigned proposes to furnish the following items in strict conformance to the bid specifications and bid invitation issued by the City of Charlotte for this Bid. Any exceptions are clearly marked in the attached copy of bid specifications. Please do not include taxes in your Bid.

BIDS ARE DUE NO LATER THAN 3:00 P.M., October 20, 2020

<u>ITEM</u>	<u>Base Order Quantities</u>	<u>Unit Cost</u>
3 MAN Chassis with Material Handling Aerial and Rail Equipment	1	\$
3 Man Chassis with Two Man Aerial with Rail Equipment	1	\$

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

Payment Terms: 30 days after acceptance

Delivery After Receipt of Order: _____

The undersigned hereby certifies the Bidder has read the terms of this bid document, including the sample contract (Section 5) and is authorized to bind the firm to the information herein set forth.

Date: _____

Company: _____

By: _____
 Print name and title of signatory

Signature: _____

NON-DISCRIMINATION PROVISION – FORM SIX

ITB # 269-2021-719

MOW Bucket Trucks

All requests for bids or Bids issued for City contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

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

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

NAME OF COMPANY: _____

BY: _____ TITLE: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

DATE: _____

REFERENCES – FORM SEVEN

ITB # 269-2021-719

MOW Bucket Trucks

Company Name: _____

List three (3) clients excluding the City of Charlotte, for whom you have provided services similar to those outlined in this Invitation to Bid, for reference check:

NAME OF FIRM:	
ADDRESS OF FIRM:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
FAX NUMBER:	
NAME OF FIRM:	
ADDRESS OF FIRM:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
FAX NUMBER:	
NAME OF FIRM:	
ADDRESS OF FIRM:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
FAX NUMBER:	

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS – FORM EIGHT**

ITB # 269-2021-719

MOW Bucket Trucks

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 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

BYRD ANTI-LOBBYING CERTIFICATION – FORM NINE

ITB # 269-2021-719

MOW Bucket Trucks

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.

_____ (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.

(Print Name)

Company Name

Authorized Signature

Address

Date

City/State/Zip

BUY AMERICA – FORM TEN

BUY AMERICA CERTIFICATION

COMPLIANCE FORM

**Certificate for Compliance with 49 U.S.C. 5323(j)(1)
(Procurement of Steel, Iron, or Manufactured Products)**

The Bidder hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date: _____
Signature: _____
Company Name: _____
Title: _____

NON COMPLIANCE FORM

**Certificate for Non-Compliance with 49 U.S.C. 5323(j)(1)
(Procurement of Steel, Iron, or Manufactured Products)**

The Bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 CFR 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date: _____
Signature: _____
Company Name: _____
Title: _____

Identify items that are non-compliant in the space below:

NOTICE TO BIDDERS:

Your bid cannot be considered unless one of the above certifications is signed and returned with the bid. If you submit an incomplete Buy America certificate or an incorrect certificate of non-compliance through an inadvertent or clerical error, you may submit to the FTA Chief Counsel, on the day of the Bid Opening, a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification. (See Instructions to Bidders)

CATS FORM A – FORM ELEVEN**INSTRUCTIONS TO COMPLETE FORM A**

Note: A correctly completed Form A will list **all subcontractors and suppliers** a bidder plans to directly utilize. Each company who will have 2nd or 3rd tier subcontractors or suppliers should submit individual Form A's. Only DBEs certified by NCDOT may be submitted to meet the contract goal.

Form A- Instructions to fill out form

1. **Bidder's Name** is the name of the company that will be entering into contract agreements or purchasing supplies and materials from the subcontractors listed in the document
2. **Project Name** is the name of the is listed on the solicitation
3. **Name and address** of each subcontractor/supplier that is intended to do work on the project :
 - a. **"Annual Gross Receipts range"** must be identified for each company according to the ranges provided
4. **Contact Person and Phone Number** (plus email address if available).
5. **Age of the Firm** approximate age of firm
6. **Description of the Work** or supplies to be provided by the subcontractor
7. **NAICS Code** (if available) for the work provided by the subcontractor
8. **NCDOT Reporting number #** (specifically for the DBE subcontractors and suppliers).
9. **Total Project \$** dollars that are projected to be spent with each subcontractor/supplier (Dollars committed to DBE subcontractor)
10. **% of the total Bid Amount** is the percent of dollars to be spent with each subcontractor or supplier.
 - a. Calculation = **Total Projected \$** divided by **Total Bid Amount**
 - b. DBE supplier utilization may only count 60% toward DBE goal
 - c. Total Bid Amount includes the contingency amount
11. Your company must **acknowledge** that you have **confirmed** that **each DBE submitted is certified** as such in the **NCDOT database** <https://partner.ncdot.gov/VendorDirectory/default.html> .
12. Print additional copies of the extended Form- A to list all subcontractors or suppliers which do not fit on one page. On each sheet the company with subcontractors and suppliers must **Print**:
 - a. The company name under **"Bidders Name"**
 - b. The solicitation title next to **"Project Name"**.
13. The project totals including for all vendors listed on a company's Form A and extended Form A's must be listed on the 1st page including the following.
 - a. The **Total DBE Utilization** in \$ dollars
 - b. The **Total Bid Amount** in \$ dollars
 - c. **Percentage % of total DBE Utilization** (Total DBE Utilization/Total Bid Amount including contingency)
14. **Read the "Certification statement"** before signing your Form A.
15. An **Authorized Official** from your company must sign the Form. That official must then **Print**:

- a. **Name**
- b. **Title**
- c. **Submittal Date.**

16. Additional questions on filling relating to the completion of the form should be directed to the contact provided included with the solicitation.

LIST OF SUBCONTRACTORS/SUPPLIERS - FORM A

Project DBE and non-DBE Subcontractor/Supplier Utilization Commitment

Federal Disadvantaged Business Opportunity Program. Note: This **MUST** be submitted with your Bid. Make copies as needed.

If you fail to meet the DBE Goal for this Project, you **MUST** complete FORM C and attach documentation of your Good Faith Efforts with your Bid package.

Bidders Name: _____ Project Name: _____

Below list **ALL SUBCONTRACTORS AND SUPPLIERS** (including DBEs) that you intend to use on this Contract. Continue listing on the supplemental form.

Subcontractor/Supplier's Name & Address	Contact Person & Phone #	Age of Firm	Description of Work	NAICS Code	NCDOT Reporting #	Total Projected \$	% of Bid Amount
Annual Gross Receipts: <input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1M <input type="checkbox"/> \$1-2M <input type="checkbox"/> \$2-5M <input type="checkbox"/> Over \$5M							
Annual Gross Receipts: <input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1M <input type="checkbox"/> \$1-2M <input type="checkbox"/> \$2-5M <input type="checkbox"/> Over \$5M							
Annual Gross Receipts: <input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1M <input type="checkbox"/> \$1-2M <input type="checkbox"/> \$2-5M <input type="checkbox"/> Over \$5M							

I acknowledge that I have confirmed the certification of each DBE listed above on <https://partner.ncdot.gov/VendorDirectory/default.html>

Total DBE Utilization \$ _____ Total Bid Amount \$ _____ Percent DBE Utilization (Total DBE Utilization/Total Bid Amount) _____ %

Please read the following "Certification" statement before signing. "The undersigned certifies that he/she has read, understands, and agrees to be bound by the DBE Program Requirements, including these accompanying FORM(s) A, and the other terms and conditions in the Notice to Bidders. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statements and representations and that said statements and representations are true and correct to the best of his/her knowledge and belief. It is the intent by the undersigned to enter into formal agreement(s) with subcontractors/suppliers named on this Form conditioned upon execution of a contract with the City. All DBE subcontractors/suppliers must provide proof of their DBE status or receive confirmation of their status from the City's Civil Rights Officer prior to contract award. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., the Contractor) to implement any of the stated agreements, intentions, objectives, goals, commitments and substitutions set forth herein without prior approval by the Civil Rights Officer or a designee, then in any of such events the Contractor's act or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the City to terminate the contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the City may have for other defaults under the contract, or otherwise. Additionally, the Contractor will be subject to the loss of any future contract awards".

Signature of Authorized Official

Printed Name

Title

Submittal Date

LIST OF SUBCONTRACTORS/SUPPLIERS - FORM A

Project DBE and non-DBE Subcontractor/Supplier Utilization Commitment

Federal Disadvantaged Business Opportunity Program. Note: This **MUST** be submitted with your Bid. Make copies as needed.

If you fail to meet the DBE Goal for this Project, you **MUST** complete FORM C and attach documentation of your Good Faith Efforts with your Bid package.

Bidders Name: _____

Project Name: _____

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: <input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1M <input type="checkbox"/> \$1-2M <input type="checkbox"/> \$2-5M <input type="checkbox"/> Over \$5M							
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SAMPLE CONTRACT

As used in this Section of the ITB, the term “Contract” shall refer to the agreement entered into between the City and the Company, and the term “Company” shall refer to the vendor that has been awarded a contract.

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT NO. _____
CONTRACT TO PROVIDE
MOW BUCKET TRUCKS**

This Contract (the "Contract") is entered into as of this __ day of _____ 20__ (the "Effective Date"), by and between (insert Company name), a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

STATEMENT OF BACKGROUND AND INTENT

- A. The City issued an Invitation to Bid (ITB # 269-2021-719) dated **September 22, 2020** requesting Bids from qualified firms to provide the City with MOW Bucket Trucks, hereafter referred to as ("Products"). This Invitation to Bid, together with all attachments and any amendments, is referred to herein as the "ITB."
- B. The Company submitted a Bid in response to ITB # 269-2021-719 on October 20, 2020. This Bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Bid."
- C. The City awarded this Contract on _____, 20__ to the Company to provide MOW Bucket Trucks to the City all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Contract, the parties agree as follows:

A G R E E M E N T

- 1. INCORPORATION OF EXHIBITS.** The following exhibits are attached to this Contract and incorporated into and made a part of this Contract by reference:

Exhibit A: Pricing Sheet (Bid Response Form 5 as submitted by the Company)

Exhibit B: Specifications (Section 3 of the ITB and all addenda thereto, marked to show any exceptions taken by the Company in its Bid)

Exhibit C: Bid Response Forms (the Bid Response Forms contained in Section 4 of the ITB and submitted by the Company, except for Form 5, the Pricing Sheet)

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

Exhibit E: Federal Contract Terms and Conditions

Exhibit F: Vehicle Specifications

Each reference to this Contract shall be deemed to include all Exhibits. With the exception of Exhibit E (Federal Contract Terms and Conditions), any conflict between language in an Exhibit to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract. Notwithstanding anything contained in this Contract or any Exhibit to the contrary, in the event of a conflict between the language of Exhibit E and the main body of this Contract or any other Exhibit to this Contract, the language of Exhibit E shall prevail. The materials in Exhibit D shall be deemed incorporated into this Contract only to the extent they do not conflict with the main body of this Contract or any of the other Exhibits. Any conflict between Exhibit D and any other Exhibit shall

be resolved in favor of the other Exhibit. Any limitations of liability, limitations of warranty, exclusion of damages or similar terms contained in Exhibit D shall be deemed in conflict and shall be excluded. Each reference to (insert company name) in the Exhibits and Appendices shall be deemed to mean the Company.

2. **DEFINITIONS.** The following terms shall have the following meanings for purposes of this Contract (including all exhibits):
 - 2.1 **EFFECTIVE DATE.** The term “Effective Date” refers to the effective date identified in the first paragraph of this Contract.
 - 2.2 **PRODUCTS.** The term “Products” shall mean MOW Bucket Trucks and all other related items the Company agreed to provide to the City in its Bid.
 - 2.3 **SERVICES.** The term “Services” shall include all services that the Company agreed to provide to the City in its Bid.
3. **TERM.** This is a one-time purchase for the two vehicles. Training must be completed within 90 days of acceptance of the product. This contract will be in effect until training has been administered.
4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**
 - 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City’s facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
 - 4.2 **Placement of Orders:** All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of this Contract.
5. **OPTIONS AND ACCESSORIES.** The City may, in its discretion, purchase from the Company options and accessories beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.
6. **DOCUMENTATION.** The company will provide for all Products purchased under this Contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such Products for the purpose for which the City is acquiring them.
7. **COMPENSATION.** The City shall pay the Company for the Products and Services delivered in compliance with the specifications at the unit prices set forth in Exhibit A. This amount **constitutes** the maximum fees and charges payable to the Company in the aggregate under this Contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit A. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
8. **PRICE ADJUSTMENT.**
 - 8.1 The price(s) stated in this Contract shall not increase for the entire _____-year term of this Contract.

- 8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.
- 8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the City Procurement representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.
- City of Charlotte
Department of General Services - City Procurement
600 East Fourth Street
Charlotte, NC 28202
- 8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of this Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of this Contract.
- 8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.
- 8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company will promptly send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.
- 9. BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:
- Option 1 – E-mail one (1) copy of each invoice to cocap@charlottenc.gov. The Company shall not mail invoices that have been sent via e-mail.
- Option 2 – Mail one (1) copy of each invoice to:
- City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice; (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice.

- 10. CONTRACT MONITORING.** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
- 11. REPORTING.** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
- 12. AUDIT.** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
- 13. GENERAL WARRANTIES.** The Company represents and warrants that:
 - 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of _____, and is qualified to do business in North Carolina;
 - 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
 - 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** The Company represents warrants and covenants that:
 - 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;

- 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS.** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME.** When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.
- Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.
- 18. DESIGN AND/OR MANUFACTURER REQUIREMENT.** All Products and Services shall meet the Specifications set forth in Section 3 of the ITB and in Exhibit F of the contract.
- 19. INSPECTION AT COMPANY'S SITE.** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
- 20. PREPARATION FOR DELIVERY.**
- 20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that

packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

20.2 **Marking.** All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc.).

20.3 **Shipping.** The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.

21. ACCEPTANCE OF PRODUCTS/SERVICES. The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

22. GUARANTEE. Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. NO LIENS. All Products shall be delivered and shall remain free and clear of all liens and encumbrances.

24. MANUFACTURER OR DEALER ADVERTISEMENT. No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. REMEDIES.

25.1 **RIGHT TO COVER.** If the Company fails to comply with any term or condition set forth in this Contract (including the Exhibits) or the Company's response to the ITB, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:

a. Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and

b. Deduct any and all expenses incurred by the City in obtaining such Products and/or Services on the open market from any money then due or to become due the Company and, should the City's cost of obtaining or performing the services exceed the amount due the Company, collect the amount due from the Company.

25.2 **RIGHT TO WITHHOLD PAYMENT.** If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.

- 25.3 **SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.** The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches the Contract.
- 25.4 **SETOFF.** Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.
- 25.5 **OTHER REMEDIES.** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy
- 26. LIQUIDATED DAMAGES.** The Company acknowledges and agrees that the City may incur costs if the Company fails to meet the certain requirements set forth in the Specifications (including without limitation the opening date requirement, delivery times, inventory levels, accurate invoices and reporting requirements). The Company further acknowledges and agrees that: (a) the City may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Company agrees to pay liquidated damages at the rates set forth in the Specifications of \$245.00 per calendar day.
- 27. TERMINATION.**
- 27.1 **TERMINATION FOR CONVENIENCE.** The City may terminate the Contract at any time without cause by giving sixty (60) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, Company shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. The forgoing payment obligation is contingent upon the Company having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered through the termination date and the percentage of completion of each task.
- 27.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - b. The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it

(except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of this Contract and shall state the party's intent to terminate the Contract if the default is not cured within the specified period.

- 27.3. **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- a. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
 - b. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 27.4. **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 27.5. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 27.6. **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 27.7. **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

- 27.8. **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- a. Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
 - b. Notifying all affected vendors and subcontractors of the Company of transition activities;
 - c. Performing the transition service plan activities;
 - d. Answering questions regarding the products and services on an as-needed basis; and
 - e. Providing such other reasonable services needed to effectuate an orderly transition to a new system.
28. **NO DELAY DAMAGES.** Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.
29. **[RESERVED]**
30. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
31. **INDEMNIFICATION.** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the “Indemnitees” (as defined below) from and against any and all “Charges” (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company’s failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term “Indemnitees” means City, any federal agency that funds all or part of this Contract, and each of the City’s and such federal agency’s officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall 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 the Company 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, the Company shall promptly refund to the City all amounts paid under this Contract.

This Section 31 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

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

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

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

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Section, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall

furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

Certificates of all required insurance shall contain the provision that the City will be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. All insurance certificates must include this Contract number in the description field.

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

- 33. COMMERCIAL NON-DISCRIMINATION.** As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

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

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

- 34. COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
- 35. WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project

manager with respect to work on the City’s premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city’s premises.

36. BACKGROUND CHECKS. The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company’s standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:

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

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

37. RESERVED.

38. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For the Company:	For the City:
	Kay Elmore
	City of Charlotte
	City Procurement
	600 East Fourth Street, 3 rd Floor
	Charlotte, NC 28202
Phone:	Phone: 704-336-2524
Fax:	Fax: 704-632-8252
E-mail:	E-mail: kelmores@charlottenc.gov

With Copy To:	With Copy To:
	Adam Jones
	City of Charlotte
	City Attorney's Office
	600 East Fourth Street, 15 th Floor
	Charlotte, NC 28202
Phone:	Phone: 704-336-3012
E-mail:	E-mail: amjones@charlottenc.gov

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

- 39. SUBCONTRACTING.** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third-party beneficiary.
- 40. FORCE MAJEURE.** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- a. Could not have been prevented by reasonable precaution;
- b. Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- c. If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

41. [RESERVED]

42. [RESERVED]

43. CONFIDENTIALITY.

- 43.1. **DEFINITIONS.** As used in this Contract, The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 43.1.1. Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
 - 43.1.2. Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
 - 43.1.3. Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
 - 43.1.4. Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
 - 43.1.5. Citizen or employee social security numbers collected by the City.
 - 43.1.6. Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
 - 43.1.7. Local tax records of the City that contains information about a taxpayer’s income or receipts.
 - 43.1.8. Any attorney / client privileged information disclosed by either party.
 - 43.1.9. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
 - 43.1.10. The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
 - 43.1.11. Building plans of city-owned buildings or structures, as well as any detailed security plans.
 - 43.1.12. Billing information of customers compiled and maintained in connection with the City providing utility services.
 - 43.1.13. Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 43.1.3 through 43.1.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

- 43.2. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
- 43.2.1. Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
 - 43.2.2. Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City’s prior written consent.
 - 43.2.3. Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - 43.2.4. Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
 - 43.2.5. Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
 - 43.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
 - 43.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

- 43.2.8. Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- 43.2.9. Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- 43.3. EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
 - 43.3.1. Was already known to Company prior to being disclosed by the City;
 - 43.3.2. Was or becomes publicly known through no wrongful act of Company;
 - 43.3.3. Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - 43.3.4. Was used or disclosed by Company with the prior written authorization of the City;
 - 43.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
 - 43.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

44. MISCELLANEOUS.

- 44.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the foregoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 44.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 44.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

- 44.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 44.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 44.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the foregoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 44.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 44.8 **CHANGE IN CONTROL.** In the event of a change in “Control” of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term “Control” shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 44.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 44.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers’ compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 44.11 **TAXES.** The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

44.12 SURVIVAL OF PROVISIONS. Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	“Term”
Section 13	“General Warranties”
Section 14	“Additional Representations and Warranties”
Section 22	“Guarantee”
Section 25.5	“Other Remedies”
Section 27	“Termination”
Section 31	“Indemnification”
Section 32	“Insurance”
Section 38	“Notices”
Section 43	“Confidentiality”
Section 44	“Miscellaneous”

44.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

44.14 NC REQUIRED TERMS. The following terms are incorporated into this Contract for compliance with state law:

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

44.14.2 NC Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the “Treasurer’s IDA List”); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the “Treasurer’s IB List”); and (iii) it will not take any action causing it to appear on the Treasurer’s IDA List or the Treasurer’s IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys’ fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer’s IDA List or the Treasurer’s IB List at any time before or during the term of this Contract.

44.15 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.”

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed as of the date first written above.

[INSERT COMPANY NAME]

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE:

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

**EXHIBIT A – PRICING SHEET
FORM 5 OF ITB #269-2021-719**

INTENTIONALLY LEFT BLANK AND WILL BE COMPLETED IN FINAL CONTRACT

EXHIBIT B – SPECIFICATIONS
SECTION 3 OF ITB #269-2021-719 AND ALL ADDENDA

INTENTIONALLY LEFT BLANK AND WILL BE COMPLETED IN FINAL CONTRACT

EXHIBIT C – BID RESPONSE FORMS
SECTION 4 OF ITB #269-2021-719

INTENTIONALLY LEFT BLANK AND WILL BE COMPLETED IN FINAL CONTRACT

EXHIBIT D – ADDITIONAL MATERIALS [OPTIONAL]

INTENTIONALLY LEFT BLANK AND WILL BE COMPLETED IN FINAL CONTRACT

EXHIBIT E – FEDERAL CONTRACT TERMS AND CONDITIONS

This Attachment is attached and incorporated into the Contract between the City and 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.

- 1. Federal Applicability.** This Contract will be financed in whole or in part with federal funding. As such, federal laws, regulations, policies, and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract, shall govern the Contract, unless the federal government determines otherwise. This Section identifies the federal requirements that are applicable to this Contract. The Contractor is responsible for complying with all applicable provisions.

To the extent applicable, the federal requirements contained in the most recent version of the Federal Transit Administration (FTA) Master Agreement, as amended (the “**Master Agreement**”), including any certifications and contractual provisions required by any federal statutes, or regulations referenced therein, to be included in this Contract, are deemed incorporated into this Contract by reference and shall be incorporated into any subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the Contractor’s performance under this Contract. Notwithstanding anything to the contrary herein, all FTA mandated terms shall be deemed to control in the event of a conflict with other applicable provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the FTA terms and conditions.

- 2. Access to Records & Reports.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to this Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. The Contractor agrees to provide sufficient access to the City, the FTA and their respective contractors to inspect and audit records and information related to performance of this Contract as reasonably may be required. The Contractor agrees to permit the City, the FTA and their respective contractors access to the sites of performance under this Contract as reasonably may be required.

The Contractor agrees to include the above clause(s) in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

- 3. Buy America.** All iron, steel and manufactured products provided by the Contractor shall be of domestic manufacture or origin, except as otherwise approved by the FTA and the City in writing. The Contractor agrees to comply with 49 U.S.C. §5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Upon request, the City can provide the required certification to be included at the time of Bid submission. General waivers are listed in 49 CFR 661.7.

This requirement extends to all third-party contractors and their contracts at every tier, and this clause shall be included in all such subcontracts. The Contractor shall require any subcontractors providing iron, steel or manufactured products to provide certification of Buy America compliance.

In addition to the certification required at the time of Bid submission, the Contractor shall be required to submit additional Buy America certifications, on forms provided by the City upon request, throughout the term of the Contract, specifically with each submittal, payment request and at final completion. Failure to provide any and all requested Buy America certifications within any deadlines specified by the City shall entitle the City to withhold any payments due to the Contractor under this Contract until the Contractor provides the complete Buy America certifications requested.

Should the Contractor find it necessary to provide iron, steel, or manufactured products, which are not produced in the U.S. in sufficient and reasonably available quantities, then the Contractor shall submit a written justification to the City describing in detail the product, its estimated cost, the rationale for its use in the Project and the basis for the Contractor's belief that the product is of limited domestic availability. The City, in its sole discretion, will determine whether to seek a waiver of the Buy America requirements from the U.S. Secretary of Transportation. Should the City determine that there is insufficient basis for seeking a waiver, or if a waiver request is denied by US-DOT, the Contractor shall conform with these Buy America requirements at no additional cost to the City.

The City may investigate the Contractor's and any subcontractors' or suppliers' compliance with this section of the Contract. If an investigation is initiated, the Contractor shall document its compliance and cooperate with the investigation. The Contractor shall include the terms of this section in every subcontract or purchase order as necessary to enforce such provision.

The Contractor's non-compliance with all or any portion of this section shall constitute a material breach of contract for which the City may, in addition to all other remedies provided by law by the Contract, or otherwise, terminate this Contract for default. The Contractor further agrees to indemnify and hold the City free and harmless from and against any and all liability, loss, costs, claims, demands, damage, or expense of every kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and costs of litigation) that the City suffers or incurs arising from, or out of, or by reason of the Contractor's non-compliance or alleged non-compliance with any provision of this this section.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content, unless the required percentage is changed by the recent requirements in the FAST Act. Contractor is

required to fully satisfy those requirements and all other applicable requirements of federal law that relate to rolling stock.

- 4. Clean Air Act and Federal Water Pollution Control Act.** Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401, et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251, et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor agrees: (a) It will not use any violating facilities; (b) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" (c) It will report violations of use of prohibited facilities to FTA; and (d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§1251-1387).

The Contractor also agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000.00) financed in whole or in part with Federal assistance provided by FTA.

- 5. Civil Rights Requirements.** The City is an Equal Opportunity Employer. As such, the City has agreed to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City has agreed to comply with the requirements of 49 U.S.C. §5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination

In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities

The Contractor agrees to comply with 49 U.S.C. §5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. §794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (i) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 CFR Part 37;
- (ii) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- (iv) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (v) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 CFR Part 36;
- (vi) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- (vii) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (viii) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 CFR Part 64, Subpart F;
- (ix) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 CFR Part 1194;
- (x) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 CFR part 609; and

- (xi) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

Access to Services for Persons with Limited English Proficiency

The Contractor agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and follow applicable provisions of USDOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, January 14, 2005, except to the extent that FTA determines otherwise in writing.

Environmental Justice

The Contractor agrees to facilitate compliance with the policies of: Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and USDOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377 et seq., April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.

Drug or Alcohol Abuse Confidentiality and Other Civil Rights Protections

To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through kickback290dd-2, and any amendments thereto.

Other Nondiscrimination Laws

The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

The Contractor also agrees to include the above requirements in all subcontracts. 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.

- 6. Energy Conservation.** The Contractor agrees to comply with applicable mandatory energy efficiency standards and policies of applicable state energy conservation plans issued in accordance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321, *et seq.*, except to the extent that the Federal Government determines otherwise in writing.

This requirement extends to all third party consultants and their contracts at every tier and this clause shall be included in all such subcontracts.

- 7. Fly America.** The Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for work or services under this Contract unless that air transportation is provided by U.S.-flag air carriers to the extent such service is available, in compliance with §5 of the International Air Transportation

Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. §40118, and U.S. GSA regulations, “Use of U.S. Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 through 301-10.143.

This requirement extends to all third party consultants and their contracts at every tier and this clause shall be included in all such subcontracts.

- 8. Government-Wide Debarment & Suspension.** The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently 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.

By executing this Contract, the Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, throughout the period of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Verification

The Contractor and all lower-tier participants must verify that the person with whom the Contractor or lower-tier participant intends to do business with is not excluded, pursuant to the definition set out in 2 CFR 180.940, or disqualified, pursuant to the definition in 2 CFR 180.935. The Contractor and all lower-tier participants may do this by either: (a) checking the Excluded Parties List System (EPLS), found at <http://epls.arnet.gov> or <http://www.epls.gov>, (b) collecting the certification form from the lower-tier participant, or (c) adding a clause or condition to the covered transaction with that lower-tier participant. See Form 6 for Contractor certification form and Lower-tier participant certification form.

Disclosing Information

The Contractor and all lower-tier participants, before entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR 180.355.

- 9. Lobbying.** The Contractor agrees to comply with the provisions of Title 31, U.S.C. 1352, The Byrd Anti-Lobbying Amendment, as in force or as it may hereafter be amended. The Contractor and all

subcontractor tiers shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City. The Contractor shall make such disclosure on the disclosure form included in the proposal. See Form 7 for certification.

The Contractor further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars (\$100,000.00) or more.

- 10. No Government Obligation to Third Parties.** The City and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

- 11. Program Fraud & False or Fraudulent Statements & Related Acts.** The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801, et seq. and US-DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA-assisted project to which this Contract relates. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

12. Recycled Products. The Contractor agrees to comply with all the requirements of the Resource Conservation and Recovery Act (RCRA) §6002, as amended and now cited as 42 U.S.C. 6962, including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

This requirement extends to all third party consultants and their contracts at every tier.

13. Safe Operation of Motor Vehicles. The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor tractor or City. *Distracted Driving* - Consistent with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. §402 note, and DOT Order 3902.10, “Text Messaging While Driving,” January 30, 2009, the Contractor agrees to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.

The Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA.

14. Incorporation of FTA Terms. The provisions of this Contract include, in part, certain standard terms and conditions required by the US-DOT, whether or not expressly set forth in the Contract provisions. All applicable contractual provisions required by US-DOT, as set forth in FTA Circular 4220.1F or Federal law, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the FTA terms and conditions.

The Contractor also agrees to include the requirements above in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

15. Federal Changes. The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor’s failure to so comply shall constitute a material breach of this Contract.

This requirement extends to all third party consultants and their contracts at every tier and this clause shall be included in all such subcontracts.

16. F.A.R. Compliance. Any adjustment to the Contractor's compensation under this Contract shall include only costs and other compensation that are allowable, allocable and reasonable as provided elsewhere herein, or otherwise by law, and that are allowable, allocable and reasonable under the Contract Cost Principles of the Federal Acquisition Regulations (F.A.R.) System, 48 C.F.R., Ch.1, Pt.31, and any implementing guidelines or regulations issued by the said Administration.

17. Sensitive Security Information. The Contractor shall take all appropriate measures to protect "sensitive security information" made available during the course of its performance hereunder, in accordance with the provisions of 49 U.S.C. §40119(b); the implementing U.S. Department of Transportation regulations at 49 CFR Part 15; 49 U.S.C. §114(s); and the implementing U.S. Department of Homeland Security regulations at 49 CFR Part 1520.

The Contractor shall ensure, and require its subcontractors to ensure, that the requirements of this section be included in subcontracts at all tiers.

18. Cargo Preference. The Contractor 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) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for U.S.- flag commercial vessels. The Contractor shall furnish within twenty (20) days after the date of loading for shipments originating within the U.S. or within thirty (30) days after the date of leading for shipments originating outside the U.S., a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment to this Project to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the City (through the Contractor in the case of a subcontractor's bill-of-lading).

This requirement extends to all third-party contractors and their contracts at every tier and this clause shall be included in all such subcontracts.

19. Pre-award and Postdelivery Review of Rolling Stock Purchase. The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal or bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

20. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. section 502 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

21. Employee Protections. The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, and other participant at any tier of the project to which this Contract relates, with the employee protection requirements for non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing

Federally Financed and Assisted Construction (also Labor Standards Provision Applicable to Non-construction Contracts Subject to the Contract Work hours and Safety Standards Act),” 29 C.F.R. Part 5.

EXHIBIT F- VEHICLE SPECIFICATIONS

**DETAILED SPECIFICATIONS
FOR
3 MAN Chassis with Material Handling Aerial and Rail Equipment**

Specifics – This vehicle is to be used in a railroad operation and must meet this specific end use. The vehicle shall comply with all applicable specifications, standards, codes and regulations for the type specified. All specified components and equipment refer to minimum requirements. This vehicle shall comply with the following minimum requirements.

NOTE: H.D. or Heavy Duty denotes one level above standard unless otherwise specified.
Vendor to supply data to support what constitutes H.D. and what is the manufacturer’s standard.

Noncompliance: These specifications are not meant to eliminate any product from the bidding process. Where equipment does not comply, bidders shall clearly describe each deviation. These specifications are in full affect unless amended in writing by the **CATS** Purchasing Department. The Purchasing Department reserves the right to reject any and all bids deviating from these specifications on any major components or capacities.

Instructions: Vendors will use this specification to note compliance or alternate to the specification. An alternate shall be described in detail on a separate sheet. Deviations from these instructions shall be considered non-compliant and grounds for rejection.

I. BASIC DESCRIPTION – Fuel-efficient chassis with a utility type body with single man bucket with material handling capabilities, winch with capstan drive and rail equipment. Intended payload must include three-(3) people (900 lbs.) and full fuel tank(s).

II. QUOTATION:

- A. Vendor: _____
- B. Chassis Make/Model: _____
- C. Body Make/Model: _____
- D. Aerial Make/Model: _____
- E. Railgear Make/Model: _____
- F. Winch Drive Make/Model: _____

III. Various general specifications required for proposal compliance on appropriate vehicles.

- A. All craftsmanship shall be of the highest degree and will be subject to periodic inspection during fabrication and assembly.
- B. Chassis must be equipped with all-standard items and features.

COMPLIANCE

YES NO ALT

- C. Upon submission of bid, vendors shall supply technical data and manufacturer's literature containing the specifications for all specialized equipment and options added or proposed for this vehicle.
- D. Vehicle must comply with all State and federal emission standards.
- E. Vehicle cargo capacity may not be less than specification.
Weight analysis must be performed and must show the weight of all components and distribution between front and rear axles.
- F. Each completed vehicle type must be furnished with a certified weight certificate showing:
 - 1. Actual weight on front axle.
 - 2. Actual weight on rear axle.
 - 3. Total weight of completed vehicle.
- G. The vendor is to supply a layout-drawing (to scale) showing the component placement on the completed vehicle. Drawing must also show approach angle, break-over angle and departure angle as described in **Item 12.3**, Obstruction Clearances. **Drawing is to be submitted as part of the submission package.**
- H. All vehicles over 10' must include placards showing vehicle travel height or overall height of body/equipment. Install placard on cab dash for best driver visibility, using 1" characters. Install two-(2) placards on front of body within line of sight of vehicle mirrors, for mirror image, using 2" characters; one-(1) curbside and one-(1) streetside.
- I. Warranty to be completed and supplied at time of delivery. Warranty on vehicle and components will start at time of in-service.
- J. A North Carolina Inspection sticker is required with vehicle at delivery.
- K. The Motor Vehicle Registration **shall be completed as follows:**
 - Equipment must be titled to:
CITY OF CHARLOTTE
1031 ATANDO AVE.
CHARLOTTE, NC 28206
- L. All completed hi-rail vehicles must conform to all system clearances and track conditions. **The system height restriction is 12' - 6", vehicles and equipment must not exceed this limit. Refer to CATS supplied diagrams; Composite Dynamic Outline and Figure 58/Locomotive Schematic for Coupler air and electric system, on page 95 in the LRV Recovery Manual; or contact The CATS MOW Dept. for additional information.**

COMPLIANCE

YES NO ALT

- M. All fluids, with the exception of fuel, shall be checked and topped off if necessary, prior to delivery. Prime bidder shall be responsible for compliance.
- N. Supply six-(6) complete sets of tested keys for each vehicle.
- O. All Railgear vehicles must include automatic axle locks (if Undercab railgear), Reinforced jacking Pads, Tow Bar and reinforced front and rear tow plates.

IV. GENERAL EQUIPMENT SPECIFICATION:

1.0 CHASSIS:

1.1	MAKE/MODEL:	Freightliner 114SD, or approved equal.	_____	_____	_____
1.2	GVW	56,000 lbs.	_____	_____	_____
1.3	Wheelbase	Wheelbase – approx. 210"	_____	_____	_____
1.4	CT/AF	Approx. 154"; 150" usable/102" usable	_____	_____	_____
1.5	BBC	Approx. 110" with 3-man cab.	_____	_____	_____
1.6	Frame	Minimum 30.00-section modulus with full depth front to Rear; 120,000 PSI, 3,715,000 Include a 24" front integral frame extension with "C" channel reinforcement.	_____	_____	_____
1.2	ENGINE:	Diesel; Cummins X12, or approved equal	_____	_____	_____

COMPLIANCE

YES NO ALT

1.2.1	Displacement	Minimum 12 Liters	_____	_____	_____
1.2.2	Net Horsepower	410 @ 1900 rpm	_____	_____	_____
1.2.3	Torque	1450 ft. lbs. @ 1000 RPM, 2000 Governed	_____	_____	_____
1.2.4	Oil Filter	Std. spin-on type	_____	_____	_____
1.2.5	Oil Pan Drain	Magnetic Plug	_____	_____	_____
1.2.6	Air Filter	Std. dry element type	_____	_____	_____
1.2.7	Cooling System	1500 sq. in. radiator; shall have coolant recovery system and protect to - 34° F.	_____	_____	_____
1.2.7.1	Hoses	Gates Blue Stripe or approved equal.	_____	_____	_____
1.2.7.2	Hose Clamps	Constant tension	_____	_____	_____
1.2.8	Exhaust System	Std. horizontal muffler with vertical stack and exhaust scrubber. Must not interfere with railgear installation.	_____	_____	_____
1.2.8.1	Exhaust Shield(s)	Install to protect brake and hydraulic lines from exhaust heat.	_____	_____	_____
1.2.9	Fuel/Water Separator	Shall be a Alliance or RACOR; heated (or equal).	_____	_____	_____
1.2.10	Block Heater	1500-watt 120V engine block heater w/ cord & plug under Front grille.	_____	_____	_____
1.2.11	Engine Brake	Jacobs or approved equal.	_____	_____	_____
1.2.12	Engine Protection/Warning System	Electronic engine integral warning and derate protect system; shall include warning light, buzzer and 30 second override capability, for low oil, high engine temperature and low coolant level.	_____	_____	_____
1.2.13	Induction	Turbo w/intercooler	_____	_____	_____
1.2.14	Starter	Std. HD, with thermal over-crank protection.	_____	_____	_____
1.2.15	Throttle	Electronic	_____	_____	_____
1.2.15	Cold Weather Starting Aid	Must include an auxiliary winter/cold weather starting aid Specify type and mfg.	_____	_____	_____
1.2.16	Fuel Tank(s)	Fuel Tank - 60 gal. streetside mounted step tank, under door.	_____	_____	_____

NOTE: **Fuel tank shall be filled to one quarter of tank total capacity upon delivery to the CATS site.**

1.2.17	Def Tank	Minimum 13-gallon capacity. Shall be mounted behind fuel tank. Paint tank green	_____	_____	_____
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1.9 AXLE/SUSPENSION:

1.9.1	Front Axle	Front Axle - 16,000 lb.	_____	_____	_____
1.9.2	Rear Axle	40,000 lbs minimum; must have 54" spread on tandem.	_____	_____	_____
1.9.3	Rear Axle Ratio	5.38, 68.6 mph on 1.4% grade (or no less than 70 MPH); CATS must approve.	_____	_____	_____
1.9.4	Front Springs	16,000 lbs; minimum	_____	_____	_____
1.9.5	Rear Suspension	Spring Suspension; 40,000 lbs minimum. Must be compatible with the rear railgear installation.	_____	_____	_____
1.10	Steering	HD Power	_____	_____	_____

COMPLIANCE

YES NO ALT

1.11	TRANSMISSION:	Allison model HD4500RDS/6 speed, World Class w/ two-(2) PTO provisions and dash mounted touch pad controls.	_____	_____	_____
1.11.1	Performance Information	Provide printout of projected trans/axle combination .	_____	_____	_____
1.11.2	Warranty	As specified in Item 14.1	_____	_____	_____
1.11.3	Lubricant	Transynd synthetic, or OEM recommended; must be performed by OEM.	_____	_____	_____
1.11.4	Transmission Cooler(s)	One-(1) water to oil.	_____	_____	_____
1.11.5	Driveline	Shall be Meritor or Spicer, HD	_____	_____	_____
1.11.6	PTO Opening(s)	Two-(2) shall be as required for special equipment.	_____	_____	_____
1.11.7	PTO(s)	shall be Hot-shift with overspeed (model to match HD transmission application). Must have proper ratio for operating all auxiliary equipment supplied.	_____	_____	_____
1.11.8	PTO Indicator	PTO must include dash mounted indicator light and operating placards. Indicator light must be activated by hydraulic pressure.	_____	_____	_____
11.12	ELECTRICAL:	Shall have a programmable self-diagnostic system.	_____	_____	_____
1.12.2.1	System	12 V. negative ground	_____	_____	_____
1.12.2.2	Battery	Three-(3) w/ 2775 CCA, located curbside under cab door with a lockable hinged cover.	_____	_____	_____
1.12.2.3	Alternator	300 amp. minimum	_____	_____	_____
1.12.2.4	Jump Start Posts	Mounted on Chassis Frame, near starter.	_____	_____	_____
1.12.2.5	Battery Cutoff	An InPower/RailTek Model RT-LVD-20-Automatic battery cutoff shall be installed in the main electrical system, to cutoff the battery from the main electrical system, if system voltage falls below a pre-set rating; so that vehicle still maintains starting power.	_____	_____	_____
1.12.2.6	Back Up Alarm	Shall have an ECCO model SA907 (or equal) adjustable electronic backup alarm; (87-107 dba range) that automatically adjusts to 5 dba above ambient noise level. Install a switch on the control panel to over-ride this function when traveling through crossings, work areas, etc. Ref: 9.15.5	_____	_____	_____
1.12.2.7	Collision Avoidance System	Provision system or CATS approved equal. Must be capable of accepting multiple sensor locations around the vehicle. This device must also be capable of operating in two distinctive modes, passive and active; shall include cab display and audible alarm.	_____	_____	_____
1.13	BRAKES:				
1.13.1	Type	Air, ABS; Ref: 9.15.5 ; Railgear operation must not set off ABS fault codes.	_____	_____	_____

NOTE: This system must be approved by the brake manufacturer and/or the

COMPLIANCE

YES NO ALT

chassis manufacturer.

1.13.2	Front	16.5 X 6.0, S-Cam	_____	_____	_____
1.13.3	Rear	16.5 X 7, S-Cam	_____	_____	_____
1.13.4	Slack Adjusters	Haldex, automatic; or approved equal.	_____	_____	_____
1.13.5	Parking Brake	Std.; spring type	_____	_____	_____
1.13.6	Compressor	Minimum 25.9 cfm;	_____	_____	_____
1.13.7	Air Dryer	Heated; must include moisture ejector. Install on inside of frame.	_____	_____	_____
1.13.8	Tractor Package	Lines shall extend to end of frame at front and rear only (Incl. hand valve).	_____	_____	_____

1.14 WHEELS & TIRES:

1.14.1	Rims	Steel Disc; white powder coat	_____	_____	_____
1.14.2	Wheels	Front – two-(2) 22.5 x 9.0, ten-hole hub piloted. Rear – four-(4) 22.5 x 12.5, single disc; ten-hole hub piloted.	_____	_____	_____
1.14.3	Tires	Front – two-(2) 315/65R22.5 J Rear – four-(4) 445/65R22.5 L; super singles	_____	_____	_____
1.14.4	Tread	Front – two-(2) Highway Rear – four-(4) Extra grip	_____	_____	_____
1.14.5	Spares	One-(1) front and one-(1) rear tire and wheel	_____	_____	_____

NOTE:

Tire brand specified is the fleet standard, and must be used unless otherwise authorized by CATS Automotive Dept.

1.15 CAB:		Three-(3) man	_____	_____	_____
1.15.1	Cab Hood	All reinforced fiberglass construction; shall tilt for engine access and access hatches for service. Front grille shall be stationary.	_____	_____	_____
1.15.2	Cab Marker Lights	LED	_____	_____	_____
1.15.3	Line Setting Tickets	Three-(3) copies	_____	_____	_____
1.15.4	Cab Electrical	Shall include self-diagnostic electrical and color coded wiring. Body builder interface harness shall be mounted behind cab and shall be compatible with InPower Railtek System.	_____	_____	_____
1.15.5	Courtesy Lights	Two-(2) mounted under dash and one-(1) at each door.	_____	_____	_____
1.15.6	Map Light	Install one-(1) adjustable light for best access from both the driver side and the passenger side.	_____	_____	_____
1.15.7	Glass	Tinted, all around	_____	_____	_____
1.15.8	Doors/Windows	Shall include Power Windows and Locks.	_____	_____	_____
1.15.9	Windshield Wiper	2-speed w/intermittent and washer.	_____	_____	_____
1.15.10	Instrumentation (Lights are not acceptable)	Speedometer, Tachometer, Oil pressure gauge, Temperature gauge, Air gauge, Voltmeter and Engine hour meter and a PTO hour meter.	_____	_____	_____
1.15.11	Heater/Defroster	Standard HD	_____	_____	_____
1.15.11.1	Air Conditioner	HD, OEM	_____	_____	_____

COMPLIANCE

YES NO ALT

1.15.12	Mirrors	R&L stainless steel extended West Coast with 7" x 16" mirror heads, for 102" wide application; heated with thermostatic control. Streetside shall be a model 356H-12RT or approved equal, with breakaway feature.	_____	_____	_____
1.15.12.1	Convex Mirrors	Eight-inch diameter offset mount, bolt on type, model 904H-4RT shall be installed on streetside and curbside mirrors; both curbside and streetside must be heated.	_____	_____	_____
1.15.13	Horn(s)	Standard electric and dual air trumpet (Pref. Roof mounted)	_____	_____	_____
1.15.14	Front Bumper	HD steel swept-back	_____	_____	_____
1.15.15	Seats:				
1.15.15.1	Front	Driver – high back air ride, National or equal. Passenger – Two-(2) person bench w/ HD vinyl cover. Include under seat storage box.	_____	_____	_____
1.15.15.2	Restraints	Seat belts for all seats.	_____	_____	_____
1.15.16	Access Steps	Cab mounted Chassis steps or fuel tank steps for best access both on and off rail; two-(2) curbside and two-(2) streetside. Steps must be suspended with HD roller chain.	_____	_____	_____
1.15.17	Grab Handles	Two-(2) full length HD handles mounted on chassis cowls for best access both on and off rail; one-(1) curbside and one-(1) streetside. Handles shall be adequate for a glove hand. Must be three-(3) point cab access.	_____	_____	_____
1.15.18	Paint	OEM White	_____	_____	_____
1.15.19	Radio	AM/FM with dual speakers	_____	_____	_____
1.15.20	12-volt Power Ports	Two-(2) power ports for auxiliary lighting and equipment And two-(2) USB Ports.	_____	_____	_____
1.15.21	Fire Extinguisher(s)	D.O.T. approved 5-lb. dry powder fire extinguisher mounted inside cab; Install a 20 lb. bc fire extinguisher in streetside underbody toolbox. Label toolbox to indicate fire extinguisher storage and locate for easy access.	_____	_____	_____
1.15.22	Triangle Reflectors	Mounted inside cab.	_____	_____	_____

NOTE: **5 lb. Fire extinguisher and reflector kit shall be mounted at streetside rear cab wall on floor.**

1.15.23	First Aid Kit	Install on rear wall behind passenger seat.	_____	_____	_____
1.15.24	Shipping Paper Pouch	J.J. Keller model DR-8-R or approved equal, measuring 10" x 15" with clear vinyl front; install on inside of drivers door.	_____	_____	_____
1.16	Tow hooks	Front and rear, straight type	_____	_____	_____
2.0	BODY:	Altec model A20894-MTB-R (or approved equal)	_____	_____	_____
2.1	Body Dimensions:	208" L x 94" W approx.	_____	_____	_____
2.1.1	Compartment Height	48"	_____	_____	_____
2.1.2	Compartment Depth	20"	_____	_____	_____

COMPLIANCE

YES NO ALT

2.1.3	Loadspace Width	54"	_____	_____	_____
2.1.4	Top of Body to Top of Floor	30"	_____	_____	_____
2.2	Body Construction:	Reinforced fiberglass with stainless steel hardware	_____	_____	_____
2.2.1	Side Modules	All fiberglass shall be consistently 3/16" (.187) thick so as not to add unnecessary weight and still achieve the desired strength. Glass/resin ratio should be approximately 30/70. No resin fillers will be allowed that reduce physical properties and add weight to the body. Top, front, and rear bottoms of fiberglass side modules will be cored with 3/8" Tigerglass recycled fiberglass panels. Modules will have full height (3/8") Tigerglass recycled fiberglass bulkheads to separate compartments. Bulkheads will be sealed in with polyester bonding putty providing a strong and flexible bond that is void free and resistant to water. Tigerglass recycled fiberglass core panels to have a minimum ultimate tensile strength of 1200 psi, ultimate flexural strength of 2200 psi, and shear strength at yield of 265 psi. Tigerglass recycled panels are smooth white granite looking body compartments and eliminate moisture degradation problems.	_____	_____	_____
2.2.1.1	Compartment Bulkheads	Full height, sealed fiberglass, cored with 1/2" recycled fiberglass shall separate each compartment.	_____	_____	_____

NOTE: Synthetic core materials are not acceptable. E.g.: PVC, Anitex, Klegacell, etc.

2.2.2	Floor and Bulkhead Construction	Floor, headboard, and side flanges, shall be made from 1/4" aluminum treadplate, and shall be full seam welded (stitch welding will be unacceptable). Front headboard will consist of a square bolt pattern of four bolting locations each side.	_____	_____	_____
2.2.3	Cab Guard	Dimensions: 94" W x approx. 24" H; shall be fabricated with 2" aluminum square tube; contoured to cab line. Both the amber strobe lights and the floodlights shall be installed on HD aluminum mounting plates on top of bulkhead. Install # 10 aluminum mesh on front of cab guard; must align with rear cab window.	_____	_____	_____
2.2.4	Understructure	Structural channel and heavy wall tube construction; shall be designed by the Aerial manufacture to sustain The intended loads for the specified aerial unit.	_____	_____	_____
2.3	Doors	HD double panel, hollow core with smooth gel coat finish on outer and inner surfaces. Panels shall be sealed with epoxy resin. The exterior door surfaces shall have a slight convex shape for improved impact strength. All corners and areas for attaching hardware shall be reinforced (cored) with aluminum to prevent cracking and hole distortion.	_____	_____	_____
2.3.1	Door Seals	All automotive, bulb type to create a weatherproof seal	_____	_____	_____

COMPLIANCE

YES NO ALT

		against water and dust. Attach by means of pinch weld. (Glue is unacceptable) Seals must be replaceable. All doors shall be water tested before delivery and certified as dry.			
2.3.2	Door Hinges	HD stainless steel strap type; two-(2) per door. Each hinge will bolt to door and body with six-(6) stainless steel flush mounted bolts.	_____	_____	_____
2.3.3	Door Latches	HD, two stage, automotive, rotary type with adjustable strikers. All doors to be keyed alike.	_____	_____	_____
2.3.4	Master Locking System	One-(1) curbside and one-(1) streetside; lockable from the rear of body.	_____	_____	_____
2.3.5	Vertical Doors	Must all include double spring type retainers for holding doors open at approx. 90° to the body.	_____	_____	_____
2.3.6	Horizontal Doors	Ref. 2.10.3/2.10.7; Top Opening (top hinged) with dual air assist cylinders.	_____	_____	_____
2.4	Shelving	HD Pultruded fiberglass sides and reinforced fiberglass bottoms shall include adjustable dividers. Shelving shall be adjustable and shall lock in place with spring loaded pins.	_____	_____	_____
2.5	Compartment Floors	Reinforced with 1/8" aluminum treadplate. Line all compartment floors with Dri-Dek material. Each compartment shall include a drain tube.	_____	_____	_____
2.6	Compartment Lighting	Ref. 9.12	_____	_____	_____
2.7	Conspicuity Tape	Install on rear body and bumper in a "V" shape; 3M or approved equal. Also install a single stripe on curbside and streetside of cab and body; shall follow cab break line.	_____	_____	_____
2.8	Loadspace	Entire floor and loadspace walls shall be covered with "Rhino Liner" material (or approved equal); liner material must be Non-skid Coating, with an aggressive surface.	_____	_____	_____
2.9	Rock Guards	Install on bottom front of body and in wheel well front and rear panels.	_____	_____	_____
2.10	Body Compartmentation:	All dimensions are approximate.			
2.10.1	Curbside – Front Vertical	Dimensions: 33" W x 48" H x 20" D; shall include two-(2) HD reinforced adjustable shelves with adjustable dividers. Compartment must be vented adequately for Emergency Power Unit. Reinforce floor for mounting. A reinforced heavy gauge removable expanded metal cover shall be installed over power unit; must be load bearing.	_____	_____	_____
2.10.2	Curbside Access	Access shall be approx. 30" W and shall include two full width x 12" D Bustin Steps and two-(2) 36" stainless steel handles; one-(1) front and one-(1) rear, for best three-(3) point loadspace access. An additional Bustin step shall be suspended with HD roller chain below the access steps; for on rail access.	_____	_____	_____

COMPLIANCE

YES NO ALT

2.10.3	2 nd Curbside Vertical	Dimensions: 30" W x 48" H x 20" D; shall include two-(2) HD reinforced adjustable shelves with adjustable dividers, shall be installed at the top of compartment. Install five-(5) steel drawer unit; three-(3) 4" Drawers and two-(2) 6" Drawer. All drawer units shall include HD Grant slides (250 lb.) capacity/slide with adjustable dividers. The drawer system shall be mounted on the bottom of the compartment.	_____	_____	_____
2.10.4	1 st Curbside – Horizontal	Dimensions: 56 ½" W x 24" H x 20" D; shall include one-(1) three-(3) steel drawer unit; two-(2) 5" Drawers and one-(1) 4" Drawer. All drawer units shall include HD Grant slides (250 lb.) capacity/slide with adjustable dividers. The three-(3) drawer system shall be mounted on the bottom of the compartment. The top of compartment shall allow adequate space for the Hot Stick Compartment.	_____	_____	_____
2.10.5	2 nd Curbside – Horizontal	Dimensions: 59" W x 24" H x 20" D; shall include one-(1) shelf with 1" lip; install at the bottom of compartment; a fixed HD reinforced shelf shall be installed in the center of available space in compartment under the Hot Stick Compartment. Shelving shall include adjustable dividers.	_____	_____	_____
2.10.6	Hot Stick/Long Tool Compartment	Dimensions: 20" W x 10" H x 108" L. Shall be top mounted in horizontal compartments. Shall include rear mounted drop-down, lockable access door; locks shall match all body locks. Floor shall be lined with ¼" plywood.	_____	_____	_____
2.10.7	Streetside – Front Vertical	Dimensions: 33" W x 48" H x 20" D; Install Multi-Power Unit Controls in top of compartment. Bottom of Compartment shall include two-(2) HD reinforced adjustable shelves with adjustable dividers.	_____	_____	_____
2.10.8	2 nd Streetside Vertical	Dimensions: 30" W x 48" H x 20" D; shall include six (6) ⅜" swivel material hooks. Install reinforcement plates at fastening points. Install air reel on front ceiling of compartment.	_____	_____	_____
2.10.9	3 rd Streetside Vertical	Dimensions: 30" W x 48" H x 20" D; shall include five-(5) HD reinforced adjustable shelves with adjustable dividers.	_____	_____	_____
2.10.10	1 st Streetside – Horizontal	Dimensions: 54" W x 24" H x 20" D; shall include one-(1) three-(3) steel drawer unit; two-(2) 5" drawers and one-(1) 4" Drawer. All drawer units shall include HD Grant slides (250 lb.) capacity/slide and adjustable dividers. The three-(3) drawer system shall be mounted on the bottom of the compartment. There shall be a full-length HD reinforced shelf installed above or on top of drawer unit; shall include a 1 ½" front lip and adjustable dividers.	_____	_____	_____
2.10.10	2 nd Streetside – Horizontal	Dimensions: 54" W x 24" H x 20" D; shall be open; include six-(6) footman loops (equally spaced) approx. 3" from bottom of compartment, for securing tools and	_____	_____	_____

COMPLIANCE

YES NO ALT

2.10.11	Master Locking System	material. Must supply three-(3) ratchet tie-down straps. One-(1) curbside and one-(1) street side; lockable from the rear of body.	_____	_____	_____
2.10.12	MP Unit Installation	Ref: 7.8	_____	_____	_____
2.11	Wheel Chock Storage	HD compartments shall be located in wheelhouse panels; two-(2) curbside, two-(2) streetside.	_____	_____	_____
2.12	Tailshelf	Bobtail or dovetail type; fabricate with 1/8" treadplate steel, measuring 36" L x 94" W at the rear of the body and tapered to the rear of the tailshelf. Include a full depth skirt at rear of body, and taper to 6" at the rear edge of the tailshelf. Tailshelf shall be properly reinforced to chassis frame.	_____	_____	_____
2.12.1	Inclinometers	Two-(2); One-(1) in cab and one-(1) on rear of tailshelf.	_____	_____	_____
2.13	Rear Bumper	4" structural channel ICC type with four-(4) Bustin type steps, two-(2) curbside, two-(2) streetside. Install two-(2) Bustin cable steps, one-(1) curbside, one-(1) streetside, outside of ICC bumper. Clearance must allow for an adequate departure angle. (approx. 15°)	_____	_____	_____
2.13.1	Vise Socket	Install a 2" reinforced square tube receptacle at the rear curbside (top of ICC bumper) to accept a removable vise; must include a detent pin with a retention chain.	_____	_____	_____
2.13.2	Vise	Supply a 4 1/2" Wilton (or approved equal) model 10500 All-Weather round channel vise. Vise should be mounted on a 1/2" square plate and include square stock mounting that can be inserted and locked in the stationary vise receptacle.	_____	_____	_____
2.14	Boom Rest	Structural steel construction; shall include two-(2) 2" x 4" rectangular tube stanchions with inverted 4" channel cross bar and 1/2" x 4" flared ears on sides. A removable dense rubber pad shall be bolted to the channel for boom contact.	_____	_____	_____
2.15	Aerial Platform Access	Bustin steps with platform and railing; located for best access. Must meet OSHA regulations.	_____	_____	_____
2.16	Access Handles	Two-(2) full length at rear of body; one-(1) curbside and streetside. 1/2" pipe running from rear of body to top of tailshelf, measuring approx. 30" high. Curbside handle must not interfere with vise socket. Must allow for 3-point entry.	_____	_____	_____
2.17	Pintle Hook	Holland Model T125A or equivalent pintle hook, heavy duty with frame reinforcement, installed at 28" +/- 1" from ground to centerline of throat.	_____	_____	_____

COMPLIANCE

YES NO ALT

NOTE:

Pintle hook must have safety pin latch to prevent the hook from opening when the latch is in place.

2.17.1	"D" Rings	Two-(2) HD; shall include one-(1) 3/4" eyelet for trailer breakaway safety chain.	_____	_____	_____
2.17.2	Brake Controller	Install under cab dash for best drivers' access and supply a Berg (or equal) 7-prong outlet at pintle hook mounting.	_____	_____	_____
2.18	Wheel Chocks	Four-(4) rubber type w/handles	_____	_____	_____

3.0 AERIAL DEVICE: Altec Model ALB42M Material Handling, Three Stage Telescopic, Insulated Aerial Device with a single man, end hung bucket; or approved equal.

3.1 Aerial Specification:

3.1.1	Operation	Device must be capable of safe operation without the use of outriggers while on level track and capable of safe operation while vehicle is moving on track.	_____	_____	_____
3.1.2	Boom Sections:				
3.1.2.1	Fiberglass Inner	Measuring 8 1/4" x 8 1/4"	_____	_____	_____
3.1.2.2	Steel Middle	Measuring 10" x 10"	_____	_____	_____
3.1.2.3	Steel Outer	Measuring 12" x 16"	_____	_____	_____
3.1.3	Travel Dimensions:				
3.1.3.1	Folded Height	11'-10"	_____	_____	_____
3.1.3.2	Overall Length	18'-6 1/2"	_____	_____	_____
3.1.3.3	Folded Width	8'	_____	_____	_____
3.1.4	Boom Lifting Capacity	(Including 1 Person and Materials) shall be 450 lbs. min.	_____	_____	_____
3.1.5	Working Height	47'	_____	_____	_____
3.1.6	Max. Reach	35' (To End of Platform)	_____	_____	_____
3.1.7	Boom Extension	19' 5"	_____	_____	_____
3.1.8	Boom Articulation	From -16° to +80°	_____	_____	_____
3.1.9	Boom Insulation	Insulations provides 9.9' of isolation in Upper Boom.	_____	_____	_____
3.1.10	Bucket	Fiberglass construction, measuring 24" x 30" x 42" with a polyethylene 50KV insulated liner; and shall include 180° rotation.	_____	_____	_____
3.1.10.1	Bucket Capacity	450 lbs, with up to 800 lb. jib lifting capacity.	_____	_____	_____
3.1.10.2	Working Height	Min 47'	_____	_____	_____
3.1.10.3	Bucket Leveling	Hydraulic automatic leveling through a master slave leveling system; and shall include bucket tilt and stow from base controls. Leveling system is a lifetime system with minimal maintenance.	_____	_____	_____
3.1.10.4	Bucket Cover	Polyester, foam filled with elastic edging. Must include a means for securing cover when removed from bucket.	_____	_____	_____
3.1.10.5	Bucket Accessories	Unit shall include one-(1) Bucket Tool Apron, one-(1) Bucket Tool Tray and one-(1) Little Mule Belt Hoist (86-6000A)	_____	_____	_____
3.1.11	Jib	Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)	_____	_____	_____

COMPLIANCE

YES NO ALT

3.1.12	Aerial Rotation	Aerial device to have 360° continuous rotation at base. Shall be a worm drive turntable, rotation driven by a spur gear with a shear ball rotation bearing	___	___	___
3.1.13	Controls:				
3.1.13.1	Bucket Controls	Single handle control at upper controls with safety interlock. Control handle Must incorporate a high electrical resistance components that is dielectrically tested to 40KV AC with no more than 400 mA leakage. Must include an interlock guard that reduces the potential for inadvertent boom operation.	___	___	___
3.1.13.2	Control Functions:				
3.1.13.2.1	Base Controls	Base controls below rotation with override of upper controls.	___	___	___
3.1.13.2.1	Bucket Dump	Hydraulic bucket dump at lower controls.	___	___	___
3.1.14	Boom Stow Protection	Boom over-stow protection.	___	___	___
3.1.15	Throttle	Automatic two speed throttle with manual override.	___	___	___
3.1.16	Outriggers	N/A	___	___	___
3.1.17	Counterweight	Appropriate counterweight added to ensure stability both on and off rail without the requirement for outriggers. Must meet all most recent ANSI and OSHA standards.	___	___	___
3.1.18	Back-Up Power System.	Ref: 8.5	___	___	___
3.1.19	Platform Support	Spring Loaded support with rubber rest providing consistent platform pressure.	___	___	___
3.1.20	Hydraulic Tool Circuit	Outlets at MP Unit, bucket and hose reel at rear of body; location TBD for hose reel at time of pre-production meeting.	___	___	___
3.1.21	Fall Arrest System	Shall include six-(6) extra-large (44-45 equivalent jacket size) body harnesses with 6-foot fixed length decelerating type lanyards. Harness has tongue buckle type strap for leg, waist and shoulder. Decelerating type lanyard has 1" nylon webbing with rip-stop deceleration device.	___	___	___
3.1.22	Regulations & Safety Requirements:				
3.1.22.1	Requirements	Aerial device designed in facilities that are certified to meet ISO 9001.	___	___	___
3.1.22.2	Insulation	Insulated aerial device, ANSI-A92.2, Category C, 46 KV and below.	___	___	___
3.1.22.3	Safety Placards	ANSI - Z535 Safety and instructional signs.	___	___	___
3.1.22.4	Paint	Prime and paint aerial device white in color. Meet or exceed ANSI A92.2	___	___	___
3.1.22.5	Documentation	All testing documentation (Dielectric and Stability) must be supplied at time of delivery.	___	___	___
3.1.23	Hydraulic System	(Open-center), control valves and pumping system pressure 2200 psi. Pressure compensating requiring only pressure And flow on demand. Pump Output Must Meet	___	___	___

COMPLIANCE

YES NO ALT

Aerial Lift and All Tool Requirements.

3.1.23.1 Hydraulic Oil Tank Capacity required for Aerial shall be 60 gallons with a pump output of 20 gpm. Min. _____

4.0 RAIL EQUIPMENT: Shall be convention front and rear mounting that shall meet vehicles GVW. The front and rear railgear shall be raised and lowered with manual hydraulic valve controls. Must be non-insulated. _____

4.1 Rail Gear Capacity: _____

4.1.1 Front Capacity Minimum 40,000 lbs. Front Rail Gear will have a center pivot with cushioned pivot to dampen free movement. Rail Wheels to be forged steel and to comply with AAR M-107 Class B standards. _____

4.1.2 Rear Capacity Minimum 40,000 lbs.; Installed behind the rear axle. Rear railgear shall include a suspension for the ability to handle irregularities in the track, so the rail wheels will maintain a constant load in order to maximize traction and for the best possible braking. Rail Wheels shall be forged steel and to comply with AAR M-107 Class B standards. _____

4.2 Wear Points All pivot and wear points must include bushings and Zerk Fittings. _____

4.3 Brakes Front and rear cobra type; Shall include all necessary valves; include parking brake. _____

NOTE: **Must conform with the FRA 49CFR, Part 214, Section 214.525 regulations (or the most recent FRA regulation) for safe braking capabilities.**

4.4 Steering Wheel Supply a mechanical system for locking prevent front tire from turning into rail wheels when on rail. **Velcro is unacceptable.** _____

4.5 Front Axle Lock (If Required) Must be automatic type that engage when the front Rail Gear is lowered and disengages when the Rail Gear is fully stowed. _____

4.6 Railgear Mounting Must be positioned to allow a long wheelbase vehicle to negotiate a 15° track radius with up to a 6 % grade without derailling or loosing traction on standard 56 ½ inch gauge track. _____

\ 4.6.1 Front Railgear Conventional mount with pivot rail-gear axle. Railgear mounting must be mounted to negotiate the specified track radius. _____

4.6.2 Rear Railgear Shall be positioned behind the rear axle. _____

4.7 Safety Pins Locks Manually operated in the front, for stowed position; rear shall be automatic/air actuated type. Must include bushings and grease fittings at all pin lock points. Cables are not acceptable. _____

4.8 Suspension Front and rear must include a suspension; the front shall _____

COMPLIANCE

YES NO ALT

		utilize the chassis suspension and the rear shall include individual HD spring cell suspension, allowing the vehicle rear rail wheels to maintain constant rail contact when negotiating crossings, embedded rail, raised guardrail, house tops, etc. No Exception	
4.9	Sight Rods	Install on outside edges of front bumper.	___ ___ ___
4.10	Hydraulic Power Supply	Hydraulically powered through diverter valve through main hydraulic system.	___ ___ ___
4.11	Shunt System	Brooks Enterprise model MB558112 or approved equal; install on front and rear rail units.	___ ___ ___
4.12	Railgear Lighting	Ref. 9.10	___ ___ ___
4.13	Railroad Lighting Package	shall consist of rear facing headlights (One on each side), to be mounted into rear of the Line Body and front facing taillights/brake lights to be installed on front bumper or fenders. Front and rear lighting must switch automatically when vehicle changes direction on rail (only). System shall be activated by sensor on front curbside rail wheel and shall include a RailTek model RST-VCMS2-305-1, which will automatically reverse the railroad lighting. In reverse, this system will automatically shut off the front headlights, engage the front taillights, turn on the rear headlights and shut off the rear taillights. Removable expanded metal access covers shall be provided to protect rear lights Final layout must be approved by CATS at the pre-production meeting.	___ ___ ___
4.14	Proximity Sensor	Must be installed at the front curbside rail wheel is deployed. Ref: 9.15.5	___ ___ ___
4.15	Change of Direction Alarm	Ref: 9.15	___ ___ ___
4.16	Vehicle Movement Alarm System	The RST-VCMS2-305-1; Ref: 4.13 shall be used to engage a movement alarm and front and rear wig wags, which will operate anytime the vehicle is traveling on rail in either Forward or Reverse.	___ ___ ___
NOTE: Both the COD Alarm and the Movement Alarm must have the capabilities of being cancelled in restricted and high occupancy areas. The Alarms cannot be shut off and will reset automatically once vehicle is in neutral.			
4.17	Jacking Pads	Install front and rear reinforced pads at front and rear railgear mounting locations for re-railing the vehicle. Chassis must include front and rear HD frame extensions for use with the re-railing equipment.	___ ___ ___
4.18	Tow Plates	Front and rear; reinforced for use during rescue. Shall also have the capabilities to pull rail and equipment carts. Must have 1 3/16" towing eyes. The tow plates shall be centered	___ ___ ___

COMPLIANCE

YES NO ALT

4.19	Tow Bar	14" ± ½" from the top of the running rail as measured with new wheels and railgear deployed. Include one-(1) tow bar for emergency rescue. Tow bar must include convenient storage brackets on the vehicle. The tow bar must be properly sized and compatible with the tow plates both on this vehicle and on the rescue vehicle. Include two-(2) 1 ½" pins; pins shall include retainer pins and security cables or chains.	_____	_____	_____
4.20	Rear Vision System	Ref: 9.13	_____	_____	_____
4.21	Emergency Power	Unit Ref: 8.5	_____	_____	_____

5.0 TOOLS:

5.1	Shotgun Sticks	Two-(2) Hasting or approved equal, 14 foot (P/N 53-81-814)	_____	_____	_____
5.2	Dynamometer	One-(1) Dillon Model AP5-100000LB (30006-0084)	_____	_____	_____
5.3	Hand Line	One-(1) Bashlin 940R or equal, 75' rope; include a 1,000 lb. load rated block.	_____	_____	_____

6.0 WINCH/CAPSTAN DRIVE: Hydraulic, worm gear drive

6.1	Braden model	AHSU10-12SEB with shaft extension, or CATS approved equal.	_____	_____	_____
6.2	Capacity	Minimum 30,000 lbs.	_____	_____	_____
6.3	Winch Cable	Minimum 5/8" 6 x 19 class x 250', IPS, fiber core, spin resistant cable; shall include swedged-on hook to match capacity of winch cable.	_____	_____	_____
6.4	Power Source	Ref. 8.0	_____	_____	_____
6.5	Control	20' Remote pendant with recessed plug and Square D foot control; located at front curbside of line body.	_____	_____	_____
6.6	Winch Mount	Front mount; recessed in reinforced bumper.	_____	_____	_____
6.6.1	Access Door	A hinged steel treadplate door shall cover the opening. Door shall be hinged to open toward hood and shall include a recessed handle and a latch for the open position.	_____	_____	_____
6.7	Roller Assembly	A reinforced recessed 4-way roller shall be installed on the front center of the front bumper.	_____	_____	_____
6.8	Attachments	Include a CR Reel and High Tensile Aluminum Capstan Head	_____	_____	_____

7.0 HYDRAULIC SPECIFICATIONS:

7.1	PTO/Pump(s)	Must match Aerial Device, Railgear, Winch and Multi Power Unit requirements. Hot-shift with overspeed (matched to MD transmission) close coupled pumps. Both pumps shall be sized to accommodate all hydraulic components.	_____	_____	_____
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			<u>COMPLIANCE</u>		
			<u>YES</u>	<u>NO</u>	<u>ALT</u>
7.2	Hydraulic System	2,200 psi; Flow must meet all equipment hydraulic requirements.	___	___	___
7.3	Hydraulic Oil Cooler	Installed in main hydraulic system for optimum performance. shall have a minimum capacity of twenty-(20) GPM. Hydraulic oil temperature must not exceeded 40 degrees above ambient temperature under 100% duty cycle.	___	___	___
7.4	Hydraulic Reservoir	Capacity shall be as recommended for all hydraulic functions. Installed reservoir in body loadspace; to include pressure and return line shut-off valves, pressure line strainer and return line filter, sight and temperature gauge, magnetic drain plug, and filler breather.	___	___	___
7.5	Emergency Power	Supply a 12V electric/hydraulic power pack for operating and stowing Aerial, Railgear and Rail Clamps in the event of a power failure. Install in front curbside vertical compartment.	___	___	___
7.6	Hydraulic System Safety Equipment	All circuits must include pressure protection and pressure reduction valves where necessary. All cylinders shall include counterbalance valves.	___	___	___
7.7	Hoses	All high pressure reinforced, with minimum safety factor of 4 to 1. All hoses must be protected when routed across chassis frame, chassis cross members, equipment, or bodies with sharp or aggressive edges and openings. All hoses must be tied up and secured properly. Shroud all hoses that are routed close to the exhaust system.	___	___	___
7.8	Hydraulic Oil	Dielectric Aerial Lift Oil	___	___	___
8.0	LIGHTING AND ELECTRICAL:	Must meet all recent FRA 49 CFR Part 214 regulations.			
8.1	Chassis and Body Lighting	All lights and reflectors supplied shall meet or exceed all applicable FMVSS108, state and local regulations. All standard chassis and line lighting must be LED.	___	___	___
8.2	Brake/Taillights	Shall be mounted on rear body for best visibility.	___	___	___
8.3	Circuit Protection	All lighting must be protected by circuit breakers. (no fuses)	___	___	___
8.4	Clearance Lights	Side body lights shall be recessed to protect from damage during loading, unloading and off-road driving activities. Lighting shall not be installed below rear bumper level.	___	___	___
8.5	Strobe Lights:				
8.5.1	Cab Roof	Install one-(1) roof mount Amber LED Mini-light bar. Federal signal 454201 Strobe or equal. Mounting must not interfere with crane rotation. Locate for best viability. (CATS will determine mounting location at time of	___	___	___

COMPLIANCE

YES NO ALT

8.5.2	Body Strobe System	installation) D.O.T. 4, Ten-(10) flush mount Amber 4" rubber mounted strobes, two-(2) at rear of body, two-(2) in front bumper, three-(3) down each side of vehicle.	___	___	___
8.6	Floodlights	Install two-(2) Betts (or approved equal) two-(2) floodlights on top front of line body bulkhead; one-(1) curbside, one-(1) street side. (Final mounting location shall be determined by the CATS at time of installation.	___	___	___
8.7	Railgear & Halo Lighting	Eight-(8) white LED 4" floodlights installed under body two-(2) front, two-(2) rear, two-(2) on each side, locations TBD. Switch(es) must be installed at master control panel.	___	___	___
8.8	Railroad Lighting Package	Ref: 4.12	___	___	___
8.9	Cargo Lights	Four-(4) recessed LED lights shall be installed in loadspace or cargo area; two-(2) curbside and two-(2) streetside. Lighting must be spaced for best loadspace illumination.	___	___	___
8.10	Work Lights	Two-(2) Kwik Raze model Alpha 2000 light fixtures with model 800 telescopic tripod and model TM Quick Release brackets. Include 30' of HD coil cord with twist-lock plug. Install four-(4) single twist-lock receptacles to match plug; one-(1) at each corner of line body.	___	___	___
8.11	Compartment Lighting	Install Rope Lighting around the inside perimeter edge in all body compartment. Must be recessed and secured so It does not present any access interference.	___	___	___
8.12	Rear Vision System	ProVision RailTek model TTV-825 bumper camera (with swivel) and 7" Quad View Monitor or approved equal, mounted in a protected area in the rear channel or protected area of the body. Camera shall be dash mounted for the best possible drivers' line-of-sight. Monitor must be cab dash mounted. Cable must be minimum of 35'; all cables and wiring shall be routed through conduit.	___	___	___
8.13	Wire Loom/Harness	Front shall be a Railtek model RGL35161, rear shall be a Railtek model RGL35162 and 10' connection cable between control module and switch module shall be a Railtek model RGL36165; shall be automotive type harness, fasteners and connectors. All holes for wire routing shall be grommited. All connections must be soldered and sealed with shrink tube where possible. Adhesive clips or securing devices are unacceptable. All electrical wiring under body shall be shielded from exhaust system and protected from damage during off road operation.	___	___	___
8.14	Control System	Will be the central distribution point for all auxiliary electrical device buss feeds, fuses, circuit breakers and relays.	___	___	___
9.1	PDS	Shall consist of the following components:	___	___	___
9.1	Control Box	Enclosure must be NEMA-4 rated. Must have easy access	___	___	___

COMPLIANCE

YES NO ALT

		for trouble shooting and diagnostics.			
9.1.2	Interlock Relays	Must include interlock relays for ABS disable, vehicle back up alarm disable, 3 second change of direction alarm and railroad light package.	_____	_____	_____
9.1.3	Power Connections	Central battery buss and ground stud.	_____	_____	_____
9.1.4	Circuit Breaker Block	10 way, for future use by CATS for bussing radios and other electrical components.	_____	_____	_____
9.1.5	Master Circuit Breaker	Appropriate capacity shall protect the main PDS buss feed installed as close to the battery positive terminal as possible.	_____	_____	_____
9.1.6	Main Ground Stud	Shall be wired directly to the chassis battery negative only. Frame grounding is not acceptable.	_____	_____	_____
9.1.7	Installation	PDS shall be installed in a convenient location inside of the truck cab and shall be constructed with a quick release type cover to provide protection to installed components.	_____	_____	_____
9.1.8	System Schematic	A complete auxiliary electrical system schematic shall be laminated and affixed to the inside of the PDS cover.	_____	_____	_____
9.2	Switch Panel	Illuminated OEM switch panel, shall operate all lighting and auxiliary functions. All functions must be labeled clearly, identifying each individual function. Switch Panel shall be shut off with ignition switch. REF. 1.15.6	_____	_____	_____
9.3	Switch Panel	Configuration:			
9.3.1	Switch # 1	Amber Strobe Light/Top roof mounted. Ref. 9.6.1	_____	_____	_____
9.3.2	Switch # 2	Curbside & Streetside Bulkhead Mounted Floodlights/ Work lights. Ref. 9.7	_____	_____	_____
9.3.3	Switch # 3	Body Strobe Lights Ref. 9.6.2	_____	_____	_____
9.3.4	Switch # 4	Cargo Lights Ref. 9.10/ Rope Ltg Ref. 9.12	_____	_____	_____
9.3.5	Switch # 5	Underbody Lighting/ Undercab Lighting/ Railgear Lighting. Ref. 9.8	_____	_____	_____
9.3.6	Switch # 6	Hot Shift PTO	_____	_____	_____
9.3.7	Switch # 7	Cancel COD Alarm	_____	_____	_____
9.3.8	Switch # 8	Cancel Movement Alarm	_____	_____	_____
9.4	Gearbox Engage	A separate switch for gear box engagement shall include a spring-loaded safety cover to prevent accidental engagement of the gearbox. Railroad Lighting Package engagement to automatically reverse Headlights and Tail Lights/Brake Lights for proper direction when gearbox is engaged. This system must meet the most recent FRA Regulation.	_____	_____	_____
9.5	Proximity Sensor	A sensor shall be installed in the front curbside rail wheel to disable the ABS brake system (if required for the supplied brake system), disable the back-up alarm, enable the railroad lighting package when rail gear is deployed.	_____	_____	_____
9.6	Status Indicator Legends	The Indicator Legends are off until device is enabled. Indicator Legends shall be engraved style over single stage high intensity red L.E.D.'s. Railroad Lighting Package engage to automatically reverse Headlights and Taillights/	_____	_____	_____

COMPLIANCE

YES NO ALT

		Brake Lights for proper direction when gearbox is engaged. This system must meet the most recent FRA Regulation.			
9.6.1	Indicator Legend #1	ABS disabled – Ref. 9.13.5			
9.6.2	Indicator Legend #2	Back up alarm disabled – Ref. 9.13.5			
9.6.3	Indicator Legend #3	Railroad lighting package – Ref. 9.13.4			
9.6.4	Indicator Legend #4	Reversing gearbox engaged – Ref. 9.13.4			
9.7	Change of Direction Alarm	Three-(3) second change of direction alarm activated by front curbside rail wheel proximity sensor. This device shall be tied into the Allison transmission and must be set to activate the three second alarm any time that the vehicle changes direction.			
9.8	Electronic Backup Alarm	Automatically adjusts volume of alarm signal to ambient noise levels.			
10.0	PAINT:	All bare metal on exterior, including aerial, railgear, and all metal components shall be prime painted and finish color painted.			
10.1	Body Exterior	White to match cab. 18-20 mil thickness of color shall be in the gel coat.			
10.2	Paint/Finish:				
10.2.1	Primer coat	1.2 mil thickness			
10.2.2	Finish coat	1.5 to 1.8 mil thickness			
10.2.3	Cab	Ref. 1.15.18			
10.2.4	Body Loadspace	Apply Linex, non-slip coating, or CATS approved equal.			
10.2.5	Below Body Line	All Equipment, railgear and components shall be painted gloss black.			
10.2.6	Aerial	Paint to match cab			
10.2.7	Power Unit	paint to match cab			
10.3	Tank painting	(for quick visual fluid ID)			
10.3.1	Diesel Fuel	Shall be painted according to Federal Standards. (green # 14062)			
10.3.2	Hydraulic Oil	Shall be painted according to Federal Standards. (blue # 15180)			
10.3.3	Decals	Type of fluid shall be stenciled or decaled with 1 ½" letters on each tank in a conspicuous place using a contrasting color. Supply all operational and safety decals.			
10.4	Conspicuity Tape	Install 3M white full length of body sides and cab; use cab break line if possible. Install 3M red/white on rear of body.			
10.5	Rustproofing/	Tufflex or equal on all metal cab components and under-			

- 14.0 WARRANTY:** **Vendor must specify for each component.**
- 14.1 Transmission Provide 5-year extended warranty.
 - 14.2 Engine Provide Manufacturers extended warranty; 60-month/100,000 mile (0-dollar deductible). Including After Treatment
 - 14.3 Towing 24-month OEM (0-dollar deductible)
 - 14.4 Aerial device Provide preventative maintenance inspection and dielectric inspection, performed annually and for a period of five (5) years at a **CATS** location; also provide five-(5) years of parts and labor.
 - 14.5 Activation All warranty coverage to be activated on delivery to **CATS**.

15.0 DELIVERY: _____ days after receipt of order. (Vendor to supply delivery timeframe along with Descriptive Literature).

All Manuals must be delivered to the following address:

**CATS
5550 Wilkinson Blvd.
Charlotte, NC 28208
Phone: (704)336-4189**

NOTE: **All vehicles must be delivered between the hours of 6:00 AM and 2:30 PM with a 24-hour notice prior to delivery.**

16.0 TRAINING: Minimum sixteen-(16) hours; eight-(8) hours from 7:00 AM to 3:00 PM and eight-(8) hours from 11PM to 7:00AM. Training shall cover the safe operation of the Aerial Unit, Winch, Power Unit and Railgear Equipment. All Hi-Rail equipment must be demonstrated on rail. All training shall be performed at the location specified. The Trainer must have a minimum of five-(5) years of experience on the specified equipment. Operators shall receive a "Certificate of Completion" on the satisfactory completion of the training.

**DETAILED SPECIFICATIONS
FOR
3 Man Chassis with Two Man Aerial with Rail Equipment**

Specifics – This vehicle is to be used in a railroad operation and must meet this specific end use. The vehicle shall comply with all applicable specifications, standards, codes and regulations for the type specified. All specified components and equipment refer to minimum requirements. This vehicle shall comply with the following minimum requirements.

NOTE: H.D. or Heavy Duty denotes one level above standard unless otherwise specified.
Vendor to supply data to support what constitutes H.D. and what is the manufacturer’s standard.

Noncompliance: These specifications are not meant to eliminate any product from the bidding process. Where equipment does not comply, bidders shall clearly describe each deviation. These specifications are in full affect unless amended in writing by the **CATS** Purchasing Department. The Purchasing Department reserves the right to reject any and all bids deviating from these specifications on any major components or capacities.

Instructions: Vendors will use this specification to note compliance or alternate to the specification. An alternate shall be described in detail on a separate sheet. Deviations from these instructions shall be considered non-compliant and grounds for rejection.

I. BASIC DESCRIPTION – Fuel-efficient chassis with a utility type body with double man bucket, winch with capstan drive and rail equipment. Intended payload must include three-(3) people (900 lbs.) and full fuel tank(s).

II. QUOTATION:

- A. Vendor: _____
- B. Chassis Make/Model: _____
- C. Body Make/Model: _____
- D. Aerial Make/Model: _____
- E. Railgear Make/Model: _____
- F. Winch Drive Make/Model: _____

III. Various general specifications required for proposal compliance on appropriate vehicles.

- A. All craftsmanship shall be of the highest degree and will be subject to periodic inspection during fabrication and assembly.
- B. Chassis must be equipped with all-standard items and features.

COMPLIANCE

YES NO ALT

- C. Upon submission of bid, vendors shall supply technical data and manufacturer's literature containing the specifications for all specialized equipment and options added or proposed for this vehicle.
- D. Vehicle must comply with all State and federal emission standards.
- E. Vehicle cargo capacity may not be less than specification.
Weight analysis must be performed and must show the weight of all components and distribution between front and rear axles.
- F. Each completed vehicle type must be furnished with a certified weight certificate showing:
 - 1. Actual weight on front axle.
 - 2. Actual weight on rear axle.
 - 3. Total weight of completed vehicle.
- G. The vendor is to supply a layout-drawing (to scale) showing the component placement on the completed vehicle. Drawing must also show approach angle, break-over angle and departure angle as described in **Item 12.3**, Obstruction Clearances. **Drawing is to be submitted as part of the submission package.**
- H. All vehicles over 10' must include placards showing vehicle travel height or overall height of body/equipment. Install placard on cab dash for best driver visibility, using 1" characters. Install two-(2) placards on front of body within line of sight of vehicle mirrors, for mirror image, using 2" characters; one-(1) curbside and one-(1) streetside.
- I. Warranty to be completed and supplied at time of delivery. Warranty on vehicle and components will start at time of in-service.
- J. A North Carolina Inspection sticker is required with vehicle at delivery.
- K. The Motor Vehicle Registration **shall be completed as follows:**
 - Equipment must be titled to:
CITY OF CHARLOTTE
1031 ATANDO AVE.
CHARLOTTE, NC 28206
- L. All completed hi-rail vehicles must conform to all system clearances and track conditions. **The system height restriction is 12' - 6", vehicles and equipment must not exceed this limit. Refer to CATS supplied diagrams; Composite Dynamic Outline and Figure 58/Locomotive Schematic for Coupler air and electric system, on page 95 in the LRV Recovery Manual; or contact The CATS MOW Dept. for additional information.**

COMPLIANCE

YES NO ALT

- M. All fluids, with the exception of fuel, shall be checked and topped off if necessary, prior to delivery. Prime bidder shall be responsible for compliance.
- N. Supply six-(6) complete sets of tested keys for each vehicle.
- O. All Railgear vehicles must include automatic axle locks (if Undercab railgear), Reinforced jacking Pads, Tow Bar and reinforced front and rear tow plates.

IV. GENERAL EQUIPMENT SPECIFICATION:

1.0 CHASSIS:

1.1	MAKE/MODEL:	Freightliner 114SD, or approved equal.	_____	_____	_____
1.2	GVW	56,000 lbs.	_____	_____	_____
1.3	Wheelbase	Wheelbase – approx. 210"	_____	_____	_____
1.4	CT/AF	Approx. 154"; 150" usable/102" usable	_____	_____	_____
1.5	BBC	Approx. 110" with 3-man cab.	_____	_____	_____
1.6	Frame	Minimum 30.00-section modulus with full depth front to Rear; 120,000 PSI, 3,715,000 Include a 24" front integral frame extension with "C" channel reinforcement.	_____	_____	_____
1.2	ENGINE:	Diesel; Cummins X12, or approved equal	_____	_____	_____

COMPLIANCE

YES NO ALT

1.2.1	Displacement	Minimum 12 Liters	_____	_____	_____
1.2.2	Net Horsepower	410 @ 1900 rpm	_____	_____	_____
1.2.3	Torque	1450 ft. lbs. @ 1000 RPM, 2000 Governed	_____	_____	_____
1.2.4	Oil Filter	Std. spin-on type	_____	_____	_____
1.2.5	Oil Pan Drain	Magnetic Plug	_____	_____	_____
1.2.6	Air Filter	Std. dry element type	_____	_____	_____
1.2.7	Cooling System	1500 sq. in. radiator; shall have coolant recovery system and protect to - 34° F.	_____	_____	_____
1.2.7.1	Hoses	Gates Blue Stripe or approved equal.	_____	_____	_____
1.2.7.2	Hose Clamps	Constant tension	_____	_____	_____
1.2.8	Exhaust System	Std. horizontal muffler with vertical stack and exhaust scrubber. Must not interfere with railgear installation.	_____	_____	_____
1.2.8.1	Exhaust Shield(s)	Install to protect brake and hydraulic lines from exhaust heat.	_____	_____	_____
1.2.9	Fuel/Water Separator	Shall be a Alliance or RACOR; heated (or equal).	_____	_____	_____
1.2.10	Block Heater	1500-watt 120V engine block heater w/ cord & plug under Front grille.	_____	_____	_____
1.2.11	Engine Brake	Jacobs or approved equal.	_____	_____	_____
1.2.12	Engine Protection/Warning System	Electronic engine integral warning and derate protect system; shall include warning light, buzzer and 30 second override capability, for low oil, high engine temperature and low coolant level.	_____	_____	_____
1.2.13	Induction	Turbo w/intercooler	_____	_____	_____
1.2.14	Starter	Std. HD, with thermal over-crank protection.	_____	_____	_____
1.2.15	Throttle	Electronic	_____	_____	_____
1.2.15	Cold Weather Starting Aid	Must include an auxiliary winter/cold weather starting aid Specify type and mfg.	_____	_____	_____
1.2.16	Fuel Tank(s)	Fuel Tank - 60 gal. streetside mounted step tank, under door.	_____	_____	_____

NOTE: **Fuel tank shall be filled to one quarter of tank total capacity upon delivery to the CATS site.**

1.2.17	Def Tank	Minimum 13-gallon capacity. Shall be mounted behind fuel tank. Paint tank green	_____	_____	_____
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1.9 AXLE/SUSPENSION:

1.9.1	Front Axle	Front Axle - 16,000 lb.	_____	_____	_____
1.9.2	Rear Axle	40,000 lbs minimum; must have 54" spread on tandem.	_____	_____	_____
1.9.3	Rear Axle Ratio	5.38, 68.6 mph on 1.4% grade (or no less than 70 MPH); CATS must approve.	_____	_____	_____
1.9.4	Front Springs	16,000 lbs; minimum	_____	_____	_____
1.9.5	Rear Suspension	Spring Suspension; 40,000 lbs minimum. Must be compatible with the rear railgear installation.	_____	_____	_____
1.10	Steering	HD Power	_____	_____	_____

COMPLIANCE

YES NO ALT

1.11	TRANSMISSION:	Allison model HD4500RDS/6 speed, World Class w/ two-(2) PTO provisions and dash mounted touch pad controls.	___	___	___
1.11.1	Performance Information	Provide printout of projected trans/axle combination .	___	___	___
1.11.2	Warranty	As specified in Item 14.1	___	___	___
1.11.3	Lubricant	Transynd synthetic, or OEM recommended; must be performed by OEM.	___	___	___
1.11.4	Transmission Cooler(s)	One-(1) water to oil.	___	___	___
1.11.5	Driveline	Shall be Meritor or Spicer, HD	___	___	___
1.11.6	PTO Opening(s)	Two-(2) shall be as required for special equipment.	___	___	___
1.11.7	PTO(s)	shall be Hot-shift with overspeed (model to match HD transmission application). Must have proper ratio for operating all auxiliary equipment supplied.	___	___	___
1.11.8	PTO Indicator	PTO must include dash mounted indicator light and operating placards. Indicator light must be activated by hydraulic pressure.	___	___	___
11.12	ELECTRICAL:	Shall have a programmable self-diagnostic system.	___	___	___
1.12.2.1	System	12 V. negative ground	___	___	___
1.12.2.2	Battery	Three-(3) w/ 2775 CCA, located curbside under cab door with a lockable hinged cover.	___	___	___
1.12.2.3	Alternator	300 amp. minimum	___	___	___
1.12.2.4	Jump Start Posts	Mounted on Chassis Frame, near starter.	___	___	___
1.12.2.5	Battery Cutoff	An InPower/RailTek Model RT-LVD-20-Automatic battery cutoff shall be installed in the main electrical system, to cutoff the battery from the main electrical system, if system voltage falls below a pre-set rating; so that vehicle still maintains starting power.	___	___	___
1.12.2.6	Back Up Alarm	Shall have an ECCO model SA907 (or equal) adjustable electronic backup alarm; (87-107 dba range) that automatically adjusts to 5 dba above ambient noise level. Install a switch on the control panel to over-ride this function when traveling through crossings, work areas, etc. Ref: 9.15.5	___	___	___
1.12.2.7	Collision Avoidance System	Provision system or CATS approved equal. Must be capable of accepting multiple sensor locations around the vehicle. This device must also be capable of operating in two distinctive modes, passive and active; shall include cab display and audible alarm.	___	___	___
1.13	BRAKES:				
1.13.1	Type	Air, ABS; Ref: 9.15.5 ; Railgear operation must not set off ABS fault codes.	___	___	___

NOTE: This system must be approved by the brake manufacturer and/or the

COMPLIANCE

YES NO ALT

chassis manufacturer.

1.13.2	Front	16.5 X 6.0, S-Cam	_____
1.13.3	Rear	16.5 X 7, S-Cam	_____
1.13.4	Slack Adjusters	Haldex, automatic; or approved equal.	_____
1.13.5	Parking Brake	Std.; spring type	_____
1.13.6	Compressor	Minimum 25.9 cfm;	_____
1.13.7	Air Dryer	Heated; must include moisture ejector. Install on inside of frame.	_____
1.13.8	Tractor Package	Lines shall extend to end of frame at front and rear only (Incl. hand valve).	_____

1.14 WHEELS & TIRES:

1.14.1	Rims	Steel Disc; white powder coat	_____
1.14.2	Wheels	Front – two-(2) 22.5 x 9.0, ten-hole hub piloted. Rear – four-(4) 22.5 x 12.5, single disc; ten-hole hub piloted.	_____
1.14.3	Tires	Front – two-(2) 315/65R22.5 J Rear – four-(4) 445/65R22.5 L; super singles	_____
1.14.4	Tread	Front – two-(2) Highway Rear – four-(4) Extra grip	_____
1.14.5	Spares	One-(1) front and one-(1) rear tire and wheel	_____

NOTE:

Tire brand specified is the fleet standard, and must be used unless otherwise authorized by CATS Automotive Dept.

1.15 CAB:		Three-(3) man	_____
1.15.1	Cab Hood	All reinforced fiberglass construction; shall tilt for engine access and access hatches for service. Front grille shall be stationary.	_____
1.15.2	Cab Marker Lights	LED	_____
1.15.3	Line Setting Tickets	Three-(3) copies	_____
1.15.4	Cab Electrical	Shall include self-diagnostic electrical and color coded wiring. Body builder interface harness shall be mounted behind cab and shall be compatible with InPower Railtek System.	_____
1.15.5	Courtesy Lights	Two-(2) mounted under dash and one-(1) at each door.	_____
1.15.6	Map Light	Install one-(1) adjustable light for best access from both the driver side and the passenger side.	_____
1.15.7	Glass	Tinted, all around	_____
1.15.8	Doors/Windows	Shall include Power Windows and Locks.	_____
1.15.9	Windshield Wiper	2-speed w/intermittent and washer.	_____
1.15.10	Instrumentation (Lights are not acceptable)	Speedometer, Tachometer, Oil pressure gauge, Temperature gauge, Air gauge, Voltmeter and Engine hour meter and a PTO hour meter.	_____
1.15.11	Heater/Defroster	Standard HD	_____
1.15.11.1	Air Conditioner	HD, OEM	_____

COMPLIANCE

YES NO ALT

1.15.12	Mirrors	R&L stainless steel extended West Coast with 7" x 16" mirror heads, for 102" wide application; heated with thermostatic control. Streetside shall be a model 356H-12RT or approved equal, with breakaway feature.	_____	_____	_____
1.15.12.1	Convex Mirrors	Eight-inch diameter offset mount, bolt on type, model 904H-4RT shall be installed on streetside and curbside mirrors; both curbside and streetside must be heated.	_____	_____	_____
1.15.13	Horn(s)	Standard electric and dual air trumpet (Pref. Roof mounted)	_____	_____	_____
1.15.14	Front Bumper	HD steel swept-back	_____	_____	_____
1.15.15	Seats:				
1.15.15.1	Front	Driver – high back air ride, National or equal. Passenger – Two-(2) person bench w/ HD vinyl cover. Include under seat storage box.	_____	_____	_____
1.15.15.2	Restraints	Seat belts for all seats.	_____	_____	_____
1.15.16	Access Steps	Cab mounted Chassis steps or fuel tank steps for best access both on and off rail; two-(2) curbside and two-(2) streetside. Steps must be suspended with HD roller chain.	_____	_____	_____
1.15.17	Grab Handles	Two-(2) full length HD handles mounted on chassis cowls for best access both on and off rail; one-(1) curbside and one-(1) streetside. Handles shall be adequate for a glove hand. Must be three-(3) point cab access.	_____	_____	_____
1.15.18	Paint	OEM White	_____	_____	_____
1.15.19	Radio	AM/FM with dual speakers	_____	_____	_____
1.15.20	12-volt Power Ports	Two-(2) power ports for auxiliary lighting and equipment And two-(2) USB Ports.	_____	_____	_____
1.15.21	Fire Extinguisher(s)	D.O.T. approved 5-lb. dry powder fire extinguisher mounted inside cab; Install a 20 lb. bc fire extinguisher in streetside underbody toolbox. Label toolbox to indicate fire extinguisher storage and locate for easy access.	_____	_____	_____
1.15.22	Triangle Reflectors	Mounted inside cab.	_____	_____	_____

NOTE:

5 lb. Fire extinguisher and reflector kit shall be mounted at streetside rear cab wall on floor.

1.15.23	First Aid Kit	Install on rear wall behind passenger seat.	_____	_____	_____
1.15.24	Shipping Paper Pouch	J.J. Keller model DR-8-R or approved equal, measuring 10" x 15" with clear vinyl front; install on inside of drivers door.	_____	_____	_____
1.16	Tow hooks	Front and rear, straight type	_____	_____	_____

2.0 BODY: Altec model A20894-MTB-R (or approved equal)

2.1	Body Dimensions:	208" L x 94" W approx.	_____	_____	_____
2.1.1	Compartment Height	48"	_____	_____	_____
2.1.2	Compartment Depth	20"	_____	_____	_____

COMPLIANCE

YES NO ALT

2.1.3	Loadspace Width	54"	_____	_____	_____
2.1.4	Top of Body to Top of Floor	30"	_____	_____	_____
2.2	Body Construction:	Reinforced fiberglass with stainless steel hardware	_____	_____	_____
2.2.1	Side Modules	All fiberglass shall be consistently 3/16" (.187) thick so as not to add unnecessary weight and still achieve the desired strength. Glass/resin ratio should be approximately 30/70. No resin fillers will be allowed that reduce physical properties and add weight to the body. Top, front, and rear bottoms of fiberglass side modules will be cored with 3/8" Tigerglass recycled fiberglass panels. Modules will have full height (3/8") Tigerglass recycled fiberglass bulkheads to separate compartments. Bulkheads will be sealed in with polyester bonding putty providing a strong and flexible bond that is void free and resistant to water. Tigerglass recycled fiberglass core panels to have a minimum ultimate tensile strength of 1200 psi, ultimate flexural strength of 2200 psi, and shear strength at yield of 265 psi. Tigerglass recycled panels are smooth white granite looking body compartments and eliminate moisture degradation problems.	_____	_____	_____
2.2.1.1	Compartment Bulkheads	Full height, sealed fiberglass, cored with 1/2" recycled fiberglass shall separate each compartment.	_____	_____	_____

NOTE: Synthetic core materials are not acceptable. E.g.: PVC, Anitex, Klegacell, etc.

2.2.2	Floor and Bulkhead Construction	Floor, headboard, and side flanges, shall be made from 1/4" aluminum treadplate, and shall be full seam welded (stitch welding will be unacceptable). Front headboard will consist of a square bolt pattern of four bolting locations each side.	_____	_____	_____
2.2.3	Cab Guard	Dimensions: 94" W x approx. 24" H; shall be fabricated with 2" aluminum square tube; contoured to cab line. Both the amber strobe lights and the floodlights shall be installed on HD aluminum mounting plates on top of bulkhead. Install # 10 aluminum mesh on front of cab guard; must align with rear cab window.	_____	_____	_____
2.2.4	Understructure	Structural channel and heavy wall tube construction; shall be designed by the Aerial manufacture to sustain The intended loads for the specified aerial unit.	_____	_____	_____
2.3	Doors	HD double panel, hollow core with smooth gel coat finish on outer and inner surfaces. Panels shall be sealed with epoxy resin. The exterior door surfaces shall have a slight convex shape for improved impact strength. All corners and areas for attaching hardware shall be reinforced (cored) with aluminum to prevent cracking and hole distortion.	_____	_____	_____
2.3.1	Door Seals	All automotive, bulb type to create a weatherproof seal	_____	_____	_____

COMPLIANCE

YES NO ALT

		against water and dust. Attach by means of pinch weld. (Glue is unacceptable) Seals must be replaceable. All doors shall be water tested before delivery and certified as dry.			
2.3.2	Door Hinges	HD stainless steel strap type; two-(2) per door. Each hinge will bolt to door and body with six-(6) stainless steel flush mounted bolts.	_____	_____	_____
2.3.3	Door Latches	HD, two stage, automotive, rotary type with adjustable strikers. All doors to be keyed alike.	_____	_____	_____
2.3.4	Master Locking System	One-(1) curbside and one-(1) streetside; lockable from the rear of body.	_____	_____	_____
2.3.5	Vertical Doors	Must all include double spring type retainers for holding doors open at approx. 90° to the body.	_____	_____	_____
2.3.6	Horizontal Doors	Ref. 2.10.3/2.10.7; Top Opening (top hinged) with dual air assist cylinders.	_____	_____	_____
2.4	Shelving	HD Pultruded fiberglass sides and reinforced fiberglass bottoms shall include adjustable dividers. Shelving shall be adjustable and shall lock in place with spring loaded pins.	_____	_____	_____
2.5	Compartment Floors	Reinforced with 1/8" aluminum treadplate. Line all compartment floors with Dri-Dek material. Each compartment shall include a drain tube.	_____	_____	_____
2.6	Compartment Lighting	Ref. 9.12	_____	_____	_____
2.7	Conspicuity Tape	Install on rear body and bumper in a "V" shape; 3M or approved equal. Also install a single stripe on curbside and streetside of cab and body; shall follow cab break line.	_____	_____	_____
2.8	Loadspace	Entire floor and loadspace walls shall be covered with "Rhino Liner" material (or approved equal); liner material must be Non-skid Coating, with an aggressive surface.	_____	_____	_____
2.9	Rock Guards	Install on bottom front of body and in wheel well front and rear panels.	_____	_____	_____
2.10	Body Compartmentation:	All dimensions are approximate.			
2.10.1	Curbside – Front Vertical	Dimensions: 33" W x 48" H x 20" D; shall include two-(2) HD reinforced adjustable shelves with adjustable dividers. Compartment must be vented adequately for Emergency Power Unit. Reinforce floor for mounting. A reinforced heavy gauge removable expanded metal cover shall be installed over power unit; must be load bearing.	_____	_____	_____
2.10.2	Curbside Access	Access shall be approx. 30" W and shall include two full width x 12" D Bustin Steps and two-(2) 36" stainless steel handles; one-(1) front and one-(1) rear, for best three-(3) point loadspace access. An additional Bustin step shall be suspended with HD roller chain below the access steps; for on rail access.	_____	_____	_____

COMPLIANCE

YES NO ALT

2.10.3	2 nd Curbside Vertical	Dimensions: 30" W x 48" H x 20" D; shall include two-(2) HD reinforced adjustable shelves with adjustable dividers, shall be installed at the top of compartment. Install five-(5) steel drawer unit; three-(3) 4" Drawers and two-(2) 6" Drawer. All drawer units shall include HD Grant slides (250 lb.) capacity/slide with adjustable dividers. The drawer system shall be mounted on the bottom of the compartment.	_____	_____	_____
2.10.4	1 st Curbside – Horizontal	Dimensions: 56 ½" W x 24" H x 20" D; shall include one-(1) three-(3) steel drawer unit; two-(2) 5" Drawers and one-(1) 4" Drawer. All drawer units shall include HD Grant slides (250 lb.) capacity/slide with adjustable dividers. The three-(3) drawer system shall be mounted on the bottom of the compartment. The top of compartment shall allow adequate space for the Hot Stick Compartment.	_____	_____	_____
2.10.5	2 nd Curbside – Horizontal	Dimensions: 59" W x 24" H x 20" D; shall include one-(1) shelf with 1" lip; install at the bottom of compartment; a fixed HD reinforced shelf shall be installed in the center of available space in compartment under the Hot Stick Compartment. Shelving shall include adjustable dividers.	_____	_____	_____
2.10.6	Hot Stick/Long Tool Compartment	Dimensions: 20" W x 10" H x 108" L. Shall be top mounted in horizontal compartments. Shall include rear mounted drop-down, lockable access door; locks shall match all body locks. Floor shall be lined with ¼" plywood.	_____	_____	_____
2.10.7	Streetside – Front Vertical	Dimensions: 33" W x 48" H x 20" D; Install Multi-Power Unit Controls in top of compartment. Bottom of Compartment shall include two-(2) HD reinforced adjustable shelves with adjustable dividers.	_____	_____	_____
2.10.8	2 nd Streetside Vertical	Dimensions: 30" W x 48" H x 20" D; shall include six (6) ⅜" swivel material hooks. Install reinforcement plates at fastening points. Install air reel on front ceiling of compartment.	_____	_____	_____
2.10.9	3 rd Streetside Vertical	Dimensions: 30" W x 48" H x 20" D; shall include five-(5) HD reinforced adjustable shelves with adjustable dividers.	_____	_____	_____
2.10.10	1 st Streetside – Horizontal	Dimensions: 54" W x 24" H x 20" D; shall include one-(1) three-(3) steel drawer unit; two-(2) 5" drawers and one-(1) 4" Drawer. All drawer units shall include HD Grant slides (250 lb.) capacity/slide and adjustable dividers. The three-(3) drawer system shall be mounted on the bottom of the compartment. There shall be a full-length HD reinforced shelf installed above or on top of drawer unit; shall include a 1 ½" front lip and adjustable dividers.	_____	_____	_____
2.10.10	2 nd Streetside – Horizontal	Dimensions: 54" W x 24" H x 20" D; shall be open; include six-(6) footman loops (equally spaced) approx. 3" from bottom of compartment, for securing tools and	_____	_____	_____

COMPLIANCE

YES NO ALT

2.10.11	Master Locking System	material. Must supply three-(3) ratchet tie-down straps. One-(1) curbside and one-(1) street side; lockable from the rear of body.	_____	_____	_____
2.10.12	MP Unit Installation	Ref: 7.8	_____	_____	_____
2.11	Wheel Chock Storage	HD compartments shall be located in wheelhouse panels; two-(2) curbside, two-(2) streetside.	_____	_____	_____
2.12	Tailshelf	Bobtail or dovetail type; fabricate with 1/8" treadplate steel, measuring 36" L x 94" W at the rear of the body and tapered to the rear of the tailshelf. Include a full depth skirt at rear of body, and taper to 6" at the rear edge of the tailshelf. Tailshelf shall be properly reinforced to chassis frame.	_____	_____	_____
2.12.1	Inclinometers	Two-(2); One-(1) in cab and one-(1) on rear of tailshelf.	_____	_____	_____
2.13	Rear Bumper	4" structural channel ICC type with four-(4) Bustin type steps, two-(2) curbside, two-(2) streetside. Install two-(2) Bustin cable steps, one-(1) curbside, one-(1) streetside, outside of ICC bumper. Clearance must allow for an adequate departure angle. (approx. 15°)	_____	_____	_____
2.13.1	Vise Socket	Install a 2" reinforced square tube receptacle at the rear curbside (top of ICC bumper) to accept a removable vise; must include a detent pin with a retention chain.	_____	_____	_____
2.13.2	Vise	Supply a 4 1/2" Wilton (or approved equal) model 10500 All-Weather round channel vise. Vise should be mounted on a 1/2" square plate and include square stock mounting that can be inserted and locked in the stationary vise receptacle.	_____	_____	_____
2.14	Boom Rest	Structural steel construction; shall include two-(2) 2" x 4" rectangular tube stanchions with inverted 4" channel cross bar and 1/2" x 4" flared ears on sides. A removable dense rubber pad shall be bolted to the channel for boom contact.	_____	_____	_____
2.15	Aerial Platform Access	Bustin steps with platform and railing; located for best access. Must meet OSHA regulations.	_____	_____	_____
2.16	Access Handles	Two-(2) full length at rear of body; one-(1) curbside and streetside. 1/2" pipe running from rear of body to top of tailshelf, measuring approx. 30" high. Curbside handle must not interfere with vise socket. Must allow for 3-point entry.	_____	_____	_____
2.17	Pintle Hook	Holland Model T125A or equivalent pintle hook, heavy duty with frame reinforcement, installed at 28" +/- 1" from ground to centerline of throat.	_____	_____	_____

COMPLIANCE

YES NO ALT

NOTE:

Pintle hook must have safety pin latch to prevent the hook from opening when the latch is in place.

2.17.1	"D" Rings	Two-(2) HD; shall include one-(1) 3/4" eyelet for trailer breakaway safety chain.	_____	_____	_____
2.17.2	Brake Controller	Install under cab dash for best drivers' access and supply a Berg (or equal) 7-prong outlet at pintle hook mounting.	_____	_____	_____
2.18	Wheel Chocks	Four-(4) rubber type w/handles	_____	_____	_____

3.0 AERIAL DEVICE: Altec Model ALB42M Three Stage Telescopic, Insulated Aerial Device with a two-man, end hung bucket; or approved equal.

3.1 Aerial Specification:

3.1.1	Operation	Device must be capable of safe operation without the use of outriggers while on level track and capable of safe operation while vehicle is moving on track.	_____	_____	_____
3.1.2	Boom Sections:				
3.1.2.1	Fiberglass Inner	Measuring 8 1/4" x 8 1/4"	_____	_____	_____
3.1.2.2	Steel Middle	Measuring 10" x 10"	_____	_____	_____
3.1.2.3	Steel Outer	Measuring 12" x 16"	_____	_____	_____
3.1.3	Travel Dimensions:				
3.1.3.1	Folded Height	11'-10"	_____	_____	_____
3.1.3.2	Overall Length	18'-6 1/2"	_____	_____	_____
3.1.3.3	Folded Width	8'	_____	_____	_____
3.1.4	Boom Lifting Capacity	(Including 1 Person and Materials) shall be 450 lbs. min.	_____	_____	_____
3.1.5	Working Height	47'	_____	_____	_____
3.1.6	Max. Reach	35' (To End of Platform)	_____	_____	_____
3.1.7	Boom Extension	19' 5"	_____	_____	_____
3.1.8	Boom Articulation	From -16° to +80°	_____	_____	_____
3.1.9	Boom Insulation	Insulations provides 9.9' of isolation in Upper Boom.	_____	_____	_____
3.1.10	Bucket	Fiberglass construction, measuring 24" x 48" x 42" with a polyethylene 50KV insulated liner; and shall include 180° rotation.	_____	_____	_____
3.1.10.1	Bucket Capacity	600 lbs	_____	_____	_____
3.1.10.2	Working Height	Min 47'	_____	_____	_____
3.1.10.3	Bucket Leveling	Hydraulic automatic leveling through a master slave leveling system; and shall include bucket tilt and stow from base controls. Leveling system is a lifetime system with minimal maintenance.	_____	_____	_____
3.1.10.4	Bucket Cover	Polyester, foam filled with elastic edging. Must include a means for securing cover when removed from bucket.	_____	_____	_____
3.1.10.5	Bucket Accessories	Unit shall include one-(1) Bucket Tool Apron, one-(1) Bucket Tool Tray and one-(1) Little Mule Belt Hoist (86-6000A)	_____	_____	_____
3.1.11	Aerial Rotation	Aerial device to have 360° continuous rotation at base. Shall be a worm drive turntable, rotation driven by a spur	_____	_____	_____

COMPLIANCE

YES NO ALT

		gear with a shear ball rotation bearing			
3.1.12	Controls:				
3.1.12.1	Bucket Controls	Single handle control at upper controls with safety interlock. Control handle Must incorporate a high electrical resistance components that is dielectrically tested to 40KV AC with no more than 400 mA leakage. Must include an interlock guard that reduces the potential for inadvertent boom operation.	_____	_____	_____
3.1.12.2	Control Functions:				
3.1.12.2.1	Base Controls	Base controls below rotation with override of upper controls.	_____	_____	_____
3.1.12.2.1	Bucket Dump	Hydraulic bucket dump at lower controls.	_____	_____	_____
3.1.13	Boom Stow Protection	Boom over-stow protection.	_____	_____	_____
3.1.14	Throttle	Automatic two speed throttle with manual override.	_____	_____	_____
3.1.15	Outriggers	N/A	_____	_____	_____
3.1.16	Counterweight	Appropriate counterweight added to ensure stability both on and off rail without the requirement for outriggers. Must meet all most recent ANSI and OSHA standards.	_____	_____	_____
3.1.17	Back-Up Power System.	Ref: 8.5	_____	_____	_____
3.1.20	Platform Support	Spring Loaded support with rubber rest providing consistent platform pressure.	_____	_____	_____
3.1.21	Hydraulic Tool Circuit	Outlets at bucket, hose reel at rear of body, location TBD.	_____	_____	_____
3.1.22	Fall Arrest System	Shall include six-(6) extra-large (44-45 equivalent jacket size) body harnesses with 6-foot fixed length decelerating type lanyards. Harness has tongue buckle type strap for leg, waist and shoulder. Decelerating type lanyard has 1" nylon webbing with rip-stop deceleration device.	_____	_____	_____
3.1.23	Regulations & Safety Requirements:				
3.1.23.1	Requirements	Aerial device designed in facilities that are certified to meet ISO 9001.	_____	_____	_____
3.1.23.2	Insulation	Insulated aerial device, ANSI-A92.2, Category C, 46 KV and below.	_____	_____	_____
3.1.23.3	Safety Placards	ANSI - Z535 Safety and instructional signs.	_____	_____	_____
3.1.23.4	Paint	Prime and paint aerial device white in color. Meet or exceed ANSI A92.2	_____	_____	_____
3.1.23.5	Documentation	All testing documentation (Dielectric and Stability) must be supplied at time of delivery.	_____	_____	_____
3.1.24	Hydraulic System	(Open-center), control valves and pumping system pressure 2200 psi. Pressure compensating requiring only pressure And flow on demand. Pump Output Must Meet Aerial Lift and All Tool Requirements.	_____	_____	_____
3.1.24.1	Hydraulic Oil Tank	Capacity required for Aerial shall be 60 gallons with a pump output of 20 gpm. Min.	_____	_____	_____

COMPLIANCE

YES NO ALT

4.0	RAIL EQUIPMENT:	Shall be convention front and rear mounting that shall meet vehicles GVW. The front and rear railgear shall be raised and lowered with manual hydraulic valve controls. Must be non-insulated.	_____	_____	_____
4.1	Rail Gear Capacity:				
4.1.1	Front Capacity	Minimum 40,000 lbs. Front Rail Gear will have a center pivot with cushioned pivot to dampen free movement. Rail Wheels to be forged steel and to comply with AAR M-107 Class B standards.	_____	_____	_____
4.1.2	Rear Capacity	Minimum 40,000 lbs.; Installed behind the rear axle. Rear railgear shall include a suspension for the ability to handle irregularities in the track, so the rail wheels will maintain a constant load in order to maximize traction and for the best possible braking. Rail Wheels shall be forged steel and to comply with AAR M-107 Class B standards.	_____	_____	_____
4.2	Wear Points	All pivot and wear points must include bushings and Zerk Fittings.	_____	_____	_____
4.3	Brakes	Front and rear cobra type; Shall include all necessary valves; include parking brake.	_____	_____	_____
<u>NOTE:</u>		Must conform with the FRA 49CFR, Part 214, Section 214.525 regulations (or the most recent FRA regulation) for safe braking capabilities.			
4.4	Steering Wheel	Supply a mechanical system for locking prevent front tire from turning into rail wheels when on rail. Velcro is unacceptable.	_____	_____	_____
4.5	Front Axle Lock (If Required)	Must be automatic type that engage when the front Rail Gear is lowered and disengages when the Rail Gear is fully stowed.	_____	_____	_____
4.6	Railgear Mounting	Must be positioned to allow a long wheelbase vehicle to negotiate a 15° track radius with up to a 6 % grade without derailling or loosing traction on standard 56 ½ inch gauge track.	_____	_____	_____
\ 4.6.1	Front Railgear	Conventional mount with pivot rail-gear axle. Railgear mounting must be mounted to negotiate the specified track radius.	_____	_____	_____
4.6.2	Rear Railgear	Shall be positioned behind the rear axle.	_____	_____	_____
4.7	Safety Pins Locks	Manually operated in the front, for stowed position; rear shall be automatic/air actuated type. Must include bushings and grease fittings at all pin lock points. Cables are not acceptable.	_____	_____	_____
4.8	Suspension	Front and rear must include a suspension; the front shall utilize the chassis suspension and the rear shall include individual HD spring cell suspension, allowing the vehicle rear rail wheels to maintain constant rail contact when	_____	_____	_____

COMPLIANCE

YES NO ALT

		negotiating crossings, embedded rail, raised guardrail, house tops, etc. No Exception			
4.9	Sight Rods	Install on outside edges of front bumper.			
4.10	Hydraulic Power Supply	Hydraulically powered through diverter valve through main hydraulic system.			
4.11	Shunt System	Brooks Enterprise model MB558112 or approved equal; install on front and rear rail units.			
4.12	Railgear Lighting	Ref. 9.10			
4.13	Railroad Lighting Package	shall consist of rear facing headlights (One on each side), to be mounted into rear of the Line Body and front facing taillights/brake lights to be installed on front bumper or fenders. Front and rear lighting must switch automatically when vehicle changes direction on rail (only). System shall be activated by sensor on front curbside rail wheel and shall include a RailTek model RST-VCMS2-305-1, which will automatically reverse the railroad lighting. In reverse, this system will automatically shut off the front headlights, engage the front taillights, turn on the rear headlights and shut off the rear taillights. Removable expanded metal access covers shall be provided to protect rear lights Final layout must be approved by CATS at the pre-production meeting.			
4.14	Proximity Sensor	Must be installed at the front curbside rail wheel is deployed. Ref: 9.15.5			
4.15	Change of Direction Alarm	Ref: 9.15			
4.16	Vehicle Movement Alarm System	The RST-VCMS2-305-1; Ref: 4.13 shall be used to engage a movement alarm and front and rear wig wags, which will operate anytime the vehicle is traveling on rail in either Forward or Reverse.			

NOTE: Both the COD Alarm and the Movement Alarm must have the capabilities of being cancelled in restricted and high occupancy areas. The Alarms cannot be shut off and will reset automatically once vehicle is in neutral.

4.17	Jacking Pads	Install front and rear reinforced pads at front and rear railgear mounting locations for re-railing the vehicle. Chassis must include front and rear HD frame extensions for use with the re-railing equipment.			
4.18	Tow Plates	Front and rear; reinforced for use during rescue. Shall also have the capabilities to pull rail and equipment carts. Must have 1 3/16" towing eyes. The tow plates shall be centered 14" ± 1/2" from the top of the running rail as measured with new wheels and railgear deployed.			
4.19	Tow Bar	Include one-(1) tow bar for emergency rescue. Tow bar			

COMPLIANCE

YES NO ALT

must include convenient storage brackets on the vehicle. The tow bar must be properly sized and compatible with the tow plates both on this vehicle and on the rescue vehicle. Include two-(2) 1 1/8" pins; pins shall include retainer pins and security cables or chains.

- 4.20 Rear Vision System **Ref: 9.13** _____
- 4.21 Emergency Power Unit **Ref: 8.5** _____

5.0 TOOLS:

- 5.1 Shotgun Sticks Two-(2) Hasting or approved equal, 14 foot (P/N 53-81-814) _____
- 5.2 Dynamometer One-(1) Dillon Model AP5-100000LB (30006-0084) _____
- 5.3 Hand Line One-(1) Bashlin 940R or equal, 75' rope; include a 1,000 lb. load rated block. _____

6.0 WINCH/CAPSTAN DRIVE: Hydraulic, worm gear drive

- 6.1 Braden model AHSU10-12SEB with shaft extension, or **CATS** approved equal. _____
- 6.2 Capacity Minimum 30,000 lbs. _____
- 6.3 Winch Cable Minimum 5/8" 6 x 19 class x 250', IPS, fiber core, spin resistant cable; shall include swedged-on hook to match capacity of winch cable. _____
- 6.4 Power Source **Ref. 8.0** _____
- 6.5 Control 20' Remote pendant with recessed plug and Square D foot control; located at front curbside of line body. _____
- 6.6 Winch Mount Front mount; recessed in reinforced bumper. _____
- 6.6.1 Access Door A hinged steel treadplate door shall cover the opening. Door shall be hinged to open toward hood and shall include a recessed handle and a latch for the open position. _____
- 6.7 Roller Assembly A reinforced recessed 4-way roller shall be installed on the front center of the front bumper. _____
- 6.8 Attachments Include a CR Reel and High Tensile Aluminum Capstan Head _____

7.0 HYDRAULIC SPECIFICATIONS:

Must match Aerial Device, Railgear, Winch and Multi Power Unit requirements.

- 7.1 PTO/Pump(s) Hot-shift with overspeed (matched to MD transmission) close coupled pumps. Both pumps shall be sized to accommodate all hydraulic components. _____
- 7.2 Hydraulic System 2,200 psi; Flow must meet all equipment hydraulic requirements. _____
- 7.3 Hydraulic Oil Installed in main hydraulic system for optimum _____

COMPLIANCE

YES NO ALT

	Cooler	performance. shall have a minimum capacity of twenty-(20) GPM. Hydraulic oil temperature must not exceeded 40 degrees above ambient temperature under 100% duty cycle.			
7.4	Hydraulic Reservoir	Capacity shall be as recommended for all hydraulic functions. Installed reservoir in body loadspace; to include pressure and return line shut-off valves, pressure line strainer and return line filter, sight and temperature gauge, magnetic drain plug, and filler breather.			
7.5	Emergency Power	Supply a 12V electric/hydraulic power pack for operating and stowing Aerial, Railgear and Rail Clamps in the event of a power failure. Install in front curbside vertical compartment.			
7.6	Hydraulic System Safety Equipment	All circuits must include pressure protection and pressure reduction valves where necessary. All cylinders shall include counterbalance valves.			
7.7	Hoses	All high pressure reinforced, with minimum safety factor of 4 to 1. All hoses must be protected when routed across chassis frame, chassis cross members, equipment, or bodies with sharp or aggressive edges and openings. All hoses must be tied up and secured properly. Shroud all hoses that are routed close to the exhaust system.			
7.8	Hydraulic Oil	Dielectric Aerial Lift Oil			
8.0	LIGHTING AND ELECTRICAL:	Must meet all recent FRA 49 CFR Part 214 regulations.			
8.1	Chassis and Body Lighting	All lights and reflectors supplied shall meet or exceed all applicable FMVSS108, state and local regulations. All standard chassis and line lighting must be LED.			
8.2	Brake/Taillights	Shall be mounted on rear body for best visibility.			
8.3	Circuit Protection	All lighting must be protected by circuit breakers. (no fuses)			
8.4	Clearance Lights	Side body lights shall be recessed to protect from damage during loading, unloading and off-road driving activities. Lighting shall not be installed below rear bumper level.			
8.5	Strobe Lights:				
8.5.1	Cab Roof	Install one-(1) roof mount Amber LED Mini-light bar. Federal signal 454201 Strobe or equal. Mounting must not interfere with crane rotation. Locate for best viability. (CATS will determine mounting location at time of installation)			
8.5.2	Body Strobe System	D.O.T. 4, Ten-(10) flush mount Amber 4" rubber mounted strobes, two-(2) at rear of body, two-(2) in front bumper,			

COMPLIANCE

YES NO ALT

8.6	Floodlights	three-(3) down each side of vehicle. Install two-(2) Betts (or approved equal) two-(2) floodlights on top front of line body bulkhead; one-(1) curbside, one-(1) street side. (Final mounting location shall be determined by the CATS at time of installation.	_____	_____	_____
8.7	Railgear & Halo Lighting	Eight-(8) white LED 4" floodlights installed under body two-(2) front, two-(2) rear, two-(2) on each side, locations TBD. Switch(es) must be installed at master control panel.	_____	_____	_____
8.8	Railroad Lighting Package	Ref: 4.12	_____	_____	_____
8.9	Cargo Lights	Four-(4) recessed LED lights shall be installed in loadspace or cargo area; two-(2) curbside and two-(2) streetside. Lighting must be spaced for best loadspace illumination.	_____	_____	_____
8.10	Work Lights	Two-(2) Kwik Raze model Alpha 2000 light fixtures with model 800 telescopic tripod and model TM Quick Release brackets. Include 30' of HD coil cord with twist-lock plug. Install four-(4) single twist-lock receptacles to match plug; one-(1) at each corner of line body.	_____	_____	_____
8.11	Compartment Lighting	Install Rope Lighting around the inside perimeter edge in all body compartment. Must be recessed and secured so It does not present any access interference.	_____	_____	_____
8.12	Rear Vision System	ProVision RailTek model TTV-825 bumper camera (with swivel) and 7" Quad View Monitor or approved equal, mounted in a protected area in the rear channel or protected area of the body. Camera shall be dash mounted for the best possible drivers' line-of-sight. Monitor must be cab dash mounted. Cable must be minimum of 35'; all cables and wiring shall be routed through conduit.	_____	_____	_____
8.13	Wire Loom/ Harness	Front shall be a Railtek model RGL35161, rear shall be a Railtek model RGL35162 and 10' connection cable between control module and switch module shall be a Railtek model RGL36165; shall be automotive type harness, fasteners and connectors. All holes for wire routing shall be grommeted. All connections must be soldered and sealed with shrink tube where possible. Adhesive clips or securing devices are unacceptable. All electrical wiring under body shall be shielded from exhaust system and protected from damage during off road operation.	_____	_____	_____
8.14	Control System	Will be the central distribution point for all auxiliary electrical device buss feeds, fuses, circuit breakers and relays.	_____	_____	_____
9.1	PDS	Shall consist of the following components:			
9.1	Control Box	Enclosure must be NEMA-4 rated. Must have easy access for trouble shooting and diagnostics.	_____	_____	_____
9.1.2	Interlock Relays	Must include interlock relays for ABS disable, vehicle back up alarm disable, 3 second change of direction alarm and	_____	_____	_____

COMPLIANCE

YES NO ALT

9.1.3	Power Connections	railroad light package. Central battery buss and ground stud.	___	___	___
9.1.4	Circuit Breaker Block	10 way, for future use by CATS for bussing radios and other electrical components.	___	___	___
9.1.5	Master Circuit Breaker	Appropriate capacity shall protect the main PDS buss feed installed as close to the battery positive terminal as possible.	___	___	___
9.1.6	Main Ground Stud	Shall be wired directly to the chassis battery negative only. Frame grounding is not acceptable.	___	___	___
9.1.7	Installation	PDS shall be installed in a convenient location inside of the truck cab and shall be constructed with a quick release type cover to provide protection to installed components.	___	___	___
9.1.8	System Schematic	A complete auxiliary electrical system schematic shall be laminated and affixed to the inside of the PDS cover.	___	___	___
9.2	Switch Panel	Illuminated OEM switch panel, shall operate all lighting and auxiliary functions. All functions must be labeled clearly, identifying each individual function. Switch Panel shall be shut off with ignition switch. REF. 1.15.6	___	___	___
9.3	Switch Panel	Configuration:	___	___	___
9.3.1	Switch # 1	Amber Strobe Light/Top roof mounted. Ref. 9.6.1	___	___	___
9.3.2	Switch # 2	Curbside & Streetside Bulkhead Mounted Floodlights/ Work lights. Ref. 9.7	___	___	___
9.3.3	Switch # 3	Body Strobe Lights Ref. 9.6.2	___	___	___
9.3.4	Switch # 4	Cargo Lights Ref. 9.10/ Rope Ltg Ref. 9.12	___	___	___
9.3.5	Switch # 5	Underbody Lighting/ Undercab Lighting/ Railgear Lighting. Ref. 9.8	___	___	___
9.3.6	Switch # 6	Hot Shift PTO	___	___	___
9.3.7	Switch # 7	Cancel COD Alarm	___	___	___
9.3.8	Switch # 8	Cancel Movement Alarm	___	___	___
9.4	Gearbox Engage	A separate switch for gear box engagement shall include a spring-loaded safety cover to prevent accidental engagement of the gearbox. Railroad Lighting Package engagement to automatically reverse Headlights and Tail Lights/Brake Lights for proper direction when gearbox is engaged. This system must meet the most recent FRA Regulation.	___	___	___
9.5	Proximity Sensor	A sensor shall be installed in the front curbside rail wheel to disable the ABS brake system (if required for the supplied brake system), disable the back-up alarm, enable the railroad lighting package when rail gear is deployed.	___	___	___
9.6	Status Indicator Legends	The Indicator Legends are off until device is enabled. Indicator Legends shall be engraved style over single stage high intensity red L.E.D.'s. Railroad Lighting Package engage to automatically reverse Headlights and Taillights/ Brake Lights for proper direction when gearbox is engaged. This system must meet the most recent FRA Regulation.	___	___	___

			<u>COMPLIANCE</u>		
			<u>YES NO ALT</u>		
9.6.1	Indicator Legend #1	ABS disabled – Ref. 9.13.5	___	___	___
9.6.2	Indicator Legend #2	Back up alarm disabled – Ref. 9.13.5	___	___	___
9.6.3	Indicator Legend #3	Railroad lighting package – Ref. 9.13.4	___	___	___
9.6.4	Indicator Legend #4	Reversing gearbox engaged – Ref. 9.13.4	___	___	___
9.7	Change of Direction Alarm	Three-(3) second change of direction alarm activated by front curbside rail wheel proximity sensor. This device shall be tied into the Allison transmission and must be set to activate the three second alarm any time that the vehicle changes direction.	___	___	___
9.8	Electronic Backup Alarm	Automatically adjusts volume of alarm signal to ambient noise levels.	___	___	___
10.0	PAINT:	All bare metal on exterior, including aerial, railgear, and all metal components shall be prime painted and finish color painted.	___	___	___
10.1	Body Exterior	White to match cab. 18-20 mil thickness of color shall be in the gel coat.	___	___	___
10.2	Paint/Finish:				
10.2.1	Primer coat	1.2 mil thickness	___	___	___
10.2.2	Finish coat	1.5 to 1.8 mil thickness	___	___	___
10.2.3	Cab	Ref. 1.15.18	___	___	___
10.2.4	Body Loadspace	Apply Linex, non-slip coating, or CATS approved equal.	___	___	___
10.2.5	Below Body Line	All Equipment, railgear and components shall be painted gloss black.	___	___	___
10.2.6	Aerial	Paint to match cab	___	___	___
10.2.7	Power Unit	paint to match cab	___	___	___
10.3	Tank painting	(for quick visual fluid ID)	___	___	___
10.3.1	Diesel Fuel	Shall be painted according to Federal Standards. (green # 14062)	___	___	___
10.3.2	Hydraulic Oil	Shall be painted according to Federal Standards. (blue # 15180)	___	___	___
10.3.3	Decals	Type of fluid shall be stenciled or decaled with 1 ½" letters on each tank in a conspicuous place using a contrasting color. Supply all operational and safety decals.	___	___	___
10.4	Conspicuity Tape	Install 3M white full length of body sides and cab; use cab break line if possible. Install 3M red/white on rear of body.	___	___	___
10.5	Rustproofing/Undercoating	Tufflex or equal on all metal cab components and under-body metal components. (Include fuel tanks, exclude exhaust system.)	___	___	___

COMPLIANCE

YES NO ALT

- | | | |
|------|---------------|---|
| 14.2 | Engine | Provide Manufacturers extended warranty; 60-month/100,000 mile (0-dollar deductible). Including After Treatment |
| 14.3 | Towing | 24-month OEM (0-dollar deductible) |
| 14.4 | Aerial device | Provide preventative maintenance inspection and dielectric inspection, performed annually and for a period of five (5) years at a CATS location; also provide five-(5) years of parts and labor. |
| 14.5 | Activation | All warranty coverage to be activated on delivery to CATS . |

15.0 DELIVERY: _____ days after receipt of order. (Vendor to supply delivery timeframe along with Descriptive Literature).

All Manuals must be delivered to the following address:

**CATS
5550 Wilkinson Blvd.
Charlotte, NC 28208
Phone: (704)336-4189**

NOTE: All vehicles must be delivered between the hours of 6:00 AM and 2:30 PM with a 24-hour notice prior to delivery.

16.0 TRAINING: Minimum sixteen-(16) hours; eight-(8) hours from 7:00 AM to 3:00 PM and eight-(8) hours from 11PM to 7:00AM. Training shall cover the safe operation of the Aerial Unit, Winch, Power Unit and Railgear Equipment. All Hi-Rail equipment must be demonstrated on rail. All training shall be performed at the location specified. The Trainer must have a minimum of five-(5) years of experience on the specified equipment. Operators shall receive a "Certificate of Completion" on the satisfactory completion of the training.