

**THE CITY OF CHARLOTTE/MECKLENBURG COUNTY
PROCUREMENT SERVICES DIVISION
BUSINESS SUPPORT SERVICES
600 EAST FOURTH STREET
CHARLOTTE, NORTH CAROLINA 28202
(704) 336-2256**

Date: **April 30, 2009**

Bid Number: 269-2009-188

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

Construction Equipment, Light Trucks, Vans, Sedans and Hybrid Vehicles

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 City of Charlotte Procurement Services Division, Charlotte-Mecklenburg Government Center, 9th floor, 600 East Fourth Street, Charlotte, North Carolina 28202, until **3:00 p.m. on Wednesday, May 20th, 2009** at which time they will be opened and publicly read.

There will be no **pre-bid conference** scheduled for this invitation To Bid. All requests for information or clarification of this Invitation to Bid must be made in writing and addressed to Mehl Renner per the instructions included in section 1.8.

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 Invitation to Bid will be documented in a written addendum, issued by the Procurement Services Division. These addenda will be posted on the Internet, at www.ips.state.nc.us, and may be accessed at this website by searching for bid number **269-2009-188**. We require each Bidder to acknowledge receipt of all addenda using the space provided on the enclosed Bid Response Form. **Please note that we will not consider any bid that fails to acknowledge receipt of each issued addendum.**

A response from your firm to this Invitation to Bid would be appreciated. Questions should be directed to Mehl Renner at 704 336-5667.

Sincerely,

Kay Elmore
Procurement Services Division Manager

cc: Rudy Payton, EMD

SECTION 1

INSTRUCTIONS TO BIDDERS

1.1 Review and Comply: This Invitation To Bid consists of the following components:

- (A) *"Cover Letter:"* the letter that appears on the first two pages of this Invitation To Bid;
- (B) *"Instructions To Bidders:"* the instructions to Bidders that appear in Section I of this Invitation To Bid;
- (C) *"Terms and Conditions:"* the contractual terms and conditions that appear in Section 2 of this Invitation To Bid;
- (D) *"Special Conditions:"* any special conditions that appear in Section 3 of this Invitation To Bid;
- (E) *"Specifications:"* all specifications and requirements that appear in Section 4 of this Invitation To Bid, and in any other attachments that describe the functions or features of the items for which the City of Charlotte seeks bids, and any related services such as warranty;
- (F) *"Bid Response Forms:"* the bid response forms included in Section 5 of this Invitation To Bid; and
- (G) *"Addenda:"* any modifications or additions to this Invitation to Bid that are issued in writing by the City of Charlotte's Procurement Services Division.

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

1.2 Definitions:

<i>Additional Material:</i>	Any written material provided by the Bidder describing the items bid, to the extent that such material does not conflict with any of the forgoing materials or documents.
<i>Agreement:</i>	Refers to a contract executed by the City of Charlotte and Company for all or part of the Services covered by this ITB.
<i>Bidder:</i>	The term Bidder is used to encompass the party seeking to have or having a contract with the City of Charlotte/Mecklenburg County.
<i>Bid Response:</i>	Refers to the Bid response submitted by a Company for the products as outlined in this ITB.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>County:</i>	Refers to Mecklenburg County, North Carolina.
<i>Deliverables:</i>	Refers to all equipment, products, tasks, reports, information, designs, plans and other items, which the Company is required to complete and deliver to the City of Charlotte in connection with this Agreement.
<i>Environmentally Preferable Products:</i>	means 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.

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.

Recyclability:

Refers to products or materials that can be collected, separated or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.

*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.

- 1.3 Contract Documents:** Each bid constitutes an offer to become legally bound to a contract with the City of Charlotte incorporating the following documents (a) the "Contract"; (b) the Bidder's response bid; (c) this Invitation to Bid (including the Cover Letter, Instructions to Bidders, Terms and Conditions, Special Conditions, the Specifications and all addenda, amendments and explanations to the foregoing); and (d) any written material provided by the Bidder describing the items bid, to the extent that such material does not conflict with any foregoing documents.
- 1.4 Multiple/Alternate Bids:** No Bidder shall submit more than one bid unless multiple or alternate bids are requested in the Special Conditions. Any multiple or alternate bids must be brought to the City of Charlotte's attention either during the pre-bid conference or submitted in writing at least five (5) days prior to the opening of the bid.
- 1.5 How to Prepare Bid Responses:** All bids shall be prepared as follows:
- (A) Complete the Bid Response Forms provided in Section 6 of this Invitation to Bid. **Bid responses must be submitted only on these forms.**
 - (B) 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.
 - (C) 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.

1.6 How to Submit Bid Responses: All Bidders shall:

- (A) Submit bid response in a sealed opaque envelope with the following information written on the outside of that envelope:
 - (1) The Bidder's company name,
 - (2) The bid number as indicated on the cover letter to the Invitation to Bid document, and
 - (3) Identification of the equipment, supply and/or service for which the bid is submitted as indicated at the top of the cover letter to the Invitation to Bid document.
- (B) Mail or Deliver one (1) electronic copy on a CD in PDF format, Pricing Sheet in Excel format and one (1) unbound original Bid Response signed in ink by a company official authorized to make a legal and binding offer plus four copies to the address listed below, to be received no later than The "original" Bid Response and each of the four (4) copies shall be complete and unabridged, and shall not refer to any other copy of the signed/sealed original for any references, clarifications, or additional information. When received, all Bid Responses and supporting materials, as well as correspondence relating to this ITB, shall become the property of the City of Charlotte.

Please be advised that the electronic copy on CD is for informational 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 to:

Charlotte/Mecklenburg Government Center
Procurement Services Division, 9th Floor
600 East Fourth Street, 9th. Floor- CMGC
Charlotte, NC 28202
Attn: MEHL RENNER

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 Response in person to the CMGC.

- (C) **Bids not received by the time and date specified in the Cover Letter of this Invitation to Bid will not be opened or considered, unless the delay is a result of the negligence of the City of Charlotte, its agents, or assigns.**

- 1.7 Trade Secrets/Confidentiality:** Upon receipt at the Procurement Services Division, your bid is considered a public record except for material which qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et. seq. After the bid opening, City of Charlotte staff who evaluate bids and members of the general public who submit public records requests will review your bid. to properly designate material as trade secret under these circumstances, each Bidder must take the following precautions: (a) any trade secrets submitted by a Bidder should be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Bid," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

Do not attempt to designate your entire bid as a trade secret, and do not attempt to designate pricing information as a trade secret. Doing so may result in your bid being disqualified.

In submitting a Bid, each Bidder agrees that the City of Charlotte may reveal any trade secret materials contained in such response to all City of Charlotte staff and City of Charlotte officials involved in the selection process, and to any outside consultant or other third parties who assist the City of Charlotte in the selection process. Furthermore, each Bidder agrees to indemnify and hold harmless the City of Charlotte and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Bidder has designated as a trade secret.

- 1.8 **Questions:** The City of Charlotte is committed to providing all prospective Bidders with accurate and consistent information in order to ensure that no Bidder obtains an unfair competitive advantage. To this end, from the date of this Invitation to Bid until the time of bid opening, no interpretation or clarification of the meaning of any part of this Invitation to Bid will be made orally to any prospective Bidder. Requests for information or clarification of this Invitation to Bid must be made in writing and addressed to MEHL RENNER at the address, fax, or email address listed below, with e-mail being the preferred method of communication. Questions submitted in writing should reference the Invitation to Bid page and topic number. In order for questions to be answered in an addendum, they must be submitted by **3:00 p.m. on May 12th, 2009.**

MEHL RENNER
Procurement Services
ITB # 269-2009-188
600 East Fourth Street, 9th Floor
Charlotte, North Carolina 28202
Phone: 704 336-5667
Fax: 704 336-2258
E-mail: mrenner@ci.charlotte.nc.us

The City of Charlotte will post answers to questions posed by prospective Bidders and/or general information concerning this Invitation to Bid in the form of an addendum to the Invitation to Bid on the Internet at www.ips.state.nc.us. Invitation to Bid information can be accessed at the website by searching for bid number 269-2009-188. **It is the responsibility of the prospective Bidder to check the website for any addenda issued for this Invitation to Bid.** The City of Charlotte reserves the right to disqualify any prospective Bidder who contacts a City of Charlotte employee, or agent concerning this Invitation to Bid, other than in accordance with this Section.

1.9 **How to Submit an Objection:**

- (A) 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.
- (B) When a pre-bid conference is not scheduled, Bidders must submit objections in writing at least seven (7) days prior to the opening of the bid.
- (C) Except for objections raised at the pre-bid conference, all objections must be directed to the Procurement Services contact designated in the preceding section.
- (D) Failure to object in the manner specified above shall constitute a waiver of any objections the Bidder may have to the terms of this Invitation to Bid, or anything that occurred in the bid process through the end of the pre-bid conference.

- 1.10 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.
- 1.11 Exceptions to Invitation to Bid:** Each bid submitted in response to this Invitation to Bid constitutes a binding offer to comply with all terms, conditions, specifications, and requirements stated in this Invitation to Bid, 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 Invitation to Bid, the Bidder must clearly identify in its bid response each of the following: (a) the number and title of each section that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder. Bidders are reminded that a material variance from the terms of this Invitation to Bid may result in the bid being rejected by the City of Charlotte.
- 1.12 Errors in Bids:** In case of error in extension of prices in the bid, the unit prices shall govern.
- 1.13 City of Charlotte's Rights and Options.**
The City of Charlotte reserves the following rights, which may be exercised at the sole discretion of the **City of Charlotte**:
- 1.13.1 to supplement, amend, substitute or otherwise modify this ITB at any time;
 - 1.13.2 to cancel this ITB with or without the substitution of another ITB;
 - 1.13.3 to take any action affecting this ITB, this ITB process, or the Services or facilities subject to this ITB that would be in the best interests of the City of Charlotte;
 - 1.13.4 to issue additional requests for information;
 - 1.13.5 to require one or more Bidders to supplement, clarify or provide additional information in order for the City of Charlotte to evaluate the Bid Responses submitted;
 - 1.13.6 to conduct investigations with respect to the qualifications and experience of each Bidder;
 - 1.13.7 to waive any defect or irregularity in any Bid received;
 - 1.13.8 to reject any or all Bids;
 - 1.13.9 to award all, none, or any part of the items that is in the best interest of the City of Charlotte, with one or more of the Bidders responding, which may be done with or without re-solicitation.
 - 1.13.10 to enter into any agreement deemed by the City of Charlotte to be in the best interest of the City of Charlotte, with one or more of the Bidders responding.
- 1.14 Bids on All or Part:** Unless otherwise specified by the City of Charlotte or by the Bidder, the City of Charlotte 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 Invitation to Bid does not constitute an offer by the City of Charlotte. No recommendations or conclusions from this Invitation to Bid 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 Brand Name: If and whenever brand names, makes, names of manufacturers, trade names, bidder catalogs or model numbers are stated, they are for the purpose of establishing a grade or quality of material. The City of Charlotte may accept any approved equal as defined in Section 1.17.

1.17 “OR EQUAL” Interpretation: It is the Bidder’s responsibility to prove to the City of Charlotte that each bid item is equal to the grade or quality of material specified. On all such bids, the Bidder shall indicate clearly the product (brand and catalog or model numbers) on which the bid is based, and shall supply a sample and sufficient data to enable a comparison to be made by the City of Charlotte with the particular brand or manufacturer specified. Failure to submit the required information shall be sufficient grounds for rejection of bid.

The City of Charlotte shall be the sole judge concerning the merits of the grade or quality of product specified. If the Bidder has questions relative to whether their product is equal to the grade or quality of the product specified, the issue shall be resolved during the pre-bid conference. If the extent of the discussion precludes resolution at the pre-bid conference, the vendor should contact the Procurement Services Division representative and resolve the issue prior to submission of their bid.

Meeting or exceeding the specification alone may not satisfy an ‘or equal’ determination, especially as related to brand standardization. The bidder may be required to provide cost details for maintenance training and necessary inventory of parts. Therefore, an ‘or equal’ determination is subject to a life cycle cost analysis.

1.18 SBO Program: It is the policy of the City of Charlotte in accordance with SB 1336 as approved by the NC General Assembly on August 27, 2002, that Small Business Enterprises shall have the maximum opportunity to compete for and participate in the performance of contracts issued on behalf of the City of Charlotte. The City further requires that its contractors agree to take all the necessary and responsible steps to ensure that Small Business Enterprises have the maximum opportunity to participate as subcontractors for contractors issued by City of Charlotte, Economic Development Division.

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

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

1.21 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. The City of Charlotte will bear the cost of any independent tests or consultant services the City of Charlotte chooses to perform.

- 1.22 Samples and Demonstrations:** After bid opening, the City of Charlotte reserves the right to request samples for testing purposes. If samples are requested, the Bidder shall provide them within thirty (30) days after formal request is made, unless otherwise specified in the request. Samples shall be an exact and true representation of the actual goods offered in response to the Invitation to Bid. Each sample shall be properly tagged or labeled with the name of the Bidder, name of the manufacturer, and the number of this Invitation to Bid. Samples shall be provided at no cost to the City of Charlotte. Samples not used for tests will be returned to the Bidder.

The City of Charlotte reserves the right to require additional samples for further testing in the event the first sample fails to conform to the Specifications. The Bidder shall immediately provide the requested additional samples at no cost to the City of Charlotte.

The City of Charlotte may require full demonstration of samples as part of the evaluation process. Failure to submit or demonstrate samples shall be sufficient grounds for rejection of the bid.

- 1.23 Prohibited Discrimination:** The City of Charlotte is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. For purposes of this section, Prohibited Discrimination means discrimination in the solicitation, selection, and/or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination.

Without limiting the foregoing, Prohibited Discrimination also includes retaliating against any person, business or other entity for reporting any incident of Prohibited Discrimination. It is understood and agreed that not only is Prohibited Discrimination improper for legal and moral reasons,

Prohibited Discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the City of Charlotte and others. As a condition of entering into any Agreement, the Service Provider shall represent, warrant and agree that it does not and will not engage in or condone Prohibited Discrimination. Without limiting any rights the City of Charlotte may have at law or under any other provision of any Agreement, it is understood and agreed that a violation of this provision constitutes grounds for the City of Charlotte to terminate any such Agreement.

- 1.24 Statutory Requirements:** Any Contract awarded as a result of this ITB shall be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.

- 1.25 No Collusion or Conflict of Interest:** By responding to this ITB, the Service Provider shall be deemed to have represented and warranted that the Bid Response is not made in connection with any competing Service Provider submitting a separate response to this ITB, and is in all respects fair and without collusion or fraud.

- 1.26 Use of Contract by Other Public Entities.**

Service Providers are advised that the resultant contract(s) may be extended, with the authorization of the Service Provider, to other public entities or public agencies or institutions of the United States or Canada to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract.

If any other public entity decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The City of Charlotte and

Mecklenburg County act only as the "Contracting Agent" for these public entities. Failure to extend a contract to any public entity will have no effect on consideration of your offer.

It is the Contractors responsibility to notify the public entities of the availability of the contract(s).

Other Public Entities desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.

Each Public Entity has the option of executing a separate contract with the Contractor(s). Public Entities may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that Public Entity.

The City of Charlotte and Mecklenburg County **shall not** be held liable for any costs or damages incurred by another Public Entity as a result of any award extended to that public entity by the Contractor.

1.27 Contract Award by City Council.

As soon as practical after opening the Bids, the name of the apparent successful Bidder will be submitted to the City Council for final approval of award. If approved by the City Council, the Procurement Services Division will provide Contract documents to the Vendor. Any subsequent contract may be in the form of a purchase order and/or a written Agreement. In the event the City Council approval is not received within one hundred twenty (120) calendar days after opening of the Bid Responses, the vendor may request that it be released from the Bid.

SECTION 2

TERMS AND CONDITIONS

Each bid submitted in response to this Invitation to Bid constitutes an offer to become legally bound to a Contract with the City of Charlotte incorporating the following Terms and Conditions:

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 any related services either at specified times or when ordered.

 X **Indefinite Quantity:** The Contract will be a unit price contract for an indefinite amount of products (and any related services) to be furnished at specified times, or as ordered. In some cases, indefinite quantity contracts may state a minimum quantity that the City of Charlotte is obligated to order. The City of Charlotte may make available to Bidders information regarding the City of Charlotte's purchase history or projected estimates of the approximate quantity of products that will be needed. Notwithstanding such information, each Bidder is required to perform its own due diligence on which to base its bid. Inaccuracy of information provided by the City of Charlotte will not give rise to any claim against the City of Charlotte, or entitle any Bidder to rescind its bid or terminate or amend the Contract.

2.2 Terms of Contract:

 X (A) **Unit Price Contract:** Contract awarded is for a unit price only where services are anticipated based upon indefinite quantities and services are anticipated subject to appropriations by City Council and actual identified needs.

Contract Terms and Renewal Options: The contract term shall be for a period of one year from the date of award. The City of Charlotte at its option may extend the contract for two additional one-year extensions if the Contractor and the City of Charlotte mutually agree upon extensions.

 (B) **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 Invitation to Bid until duly notified by receipt of an executed Contract from the City of Charlotte. 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 of Charlotte.

2.4 Delivery Time: When delivery time is requested in this Invitation to Bid, (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 of Charlotte shall be entitled to terminate the Contract immediately and/or exercise any other remedies available at 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 of Charlotte for a period of **One Hundred Twenty (120) 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 provided in the Special Conditions. If your bid includes price increases over the term of the Contract, such increases must be clearly designated on Form Four of the Bid Response Package (Price Bid Response).
- 2.6 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.
- 2.7 Quality:** Unless this Invitation to Bid specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or goods 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 of Charlotte 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 an item 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.

- 2.8 Inspection at Contractor's Site:** The City of Charlotte reserves the right to inspect the equipment, plant or other facilities of a Bidder prior to Contract award, and during the Contract term from time to time as the City of Charlotte deems necessary to confirm that such equipment, plant 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.

2.9 Preparation For Delivery:

- (A) **Condition and Packaging.** All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Bidder shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Bidder 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.
- (B) **Marking.** All cartons shall be clearly identified with the City of Charlotte purchase order number and the name of the department or key business making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
- (C) **Shipping.** The Bidder shall follow all shipping instructions included in this Invitation to Bid, the City of Charlotte's purchase order or in the Contract with the City of Charlotte.

- 2.10 Acceptance of Goods/Services:** The goods delivered under this Invitation to Bid shall remain the property of the successful Bidder until the City of Charlotte physically inspects, actually uses and accepts the goods. IN THE EVENT PRODUCTS PROVIDED TO THE CITY OF CHARLOTTE DO NOT COMPLY WITH THE CONTRACT, THE CITY OF CHARLOTTE SHALL BE ENTITLED TO TERMINATE THE CONTRACT UPON WRITTEN NOTICE TO THE SUCCESSFUL BIDDER AND RETURN SUCH PRODUCTS (AND ANY RELATED GOODS) TO THE BIDDER AT THE BIDDER'S EXPENSE. In the event the services provided under this Invitation to Bid do not comply with the Contract, the City of Charlotte reserves the right to cancel the service and rescind any related purchase of products upon written notice to the successful Bidder. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City of Charlotte may have under the Contract, at law or in equity.
- 2.11 Guarantee:** Unless otherwise specified by the City of Charlotte, the Bidder unconditionally guarantees the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur due to faulty material and/or services, the Bidder at their expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City of Charlotte. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City of Charlotte to ensure the least impact to the operation of City of Charlotte business.
- 2.12 Manufacturer or Dealer Advertisement:** No manufacturer or dealer shall advertise on goods delivered to the City of Charlotte without prior approval by the City of Charlotte.
- 2.13 Right to Cover:** If the successful Bidder fails to comply with any term or condition of the Contract or the Bidder's response to this Invitation to Bid, the City of Charlotte may take any of the following actions with or without terminating this Agreement, 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 from a third party; and
 - (B) Recover from such Bidder the difference between what the City of Charlotte paid for such products and/or services on the open market and the price of such products and/or services under the Contract or the Bidder's response to this Invitation to Bid.
- 2.14 Right to Withhold Payment:** If a Bidder breaches any provision of the Contract, the City of Charlotte shall have the right to withhold all payments due to the Bidder until such breach has been fully cured.
- 2.15 Certification of Independent Price Determination:** By submission of this 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:
- (A) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
 - (B) 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.
 - (C) 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.

- 2.16 Compliance with Laws:** All products and services delivered under this Invitation to Bid shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the successful Bidder shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 2.17 City of Charlotte License Requirement:** A current City of Charlotte and/or Mecklenburg County Business License is required for the successful Bidder who either personally or through agents, solicits business within the city limits; or picks up and/or delivers goods or delivers services within the city limits. All questions regarding licensing should be directed to the Business Tax Collections Office, 704-336-6315.
- 2.18 No Liens:** All products shall be delivered and shall remain free and clear of all liens and encumbrances.
- 2.19 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.
- 2.20 Amendment:** No amendment or change to the Contract shall be valid unless in writing and signed by both parties to the Contract.
- 2.21 Governing Law and Jurisdiction:** North Carolina law shall govern the interpretation and enforcement of the Contract, and any other matters relating to the Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to the Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By submitting a response to this Invitation to Bid, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 2.22 Binding Nature and Assignment:** The Contract shall bind the parties and their successors and permitted assigns. Neither party may assign the 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 this Invitation to Bid shall constitute an assignment.
- 2.23 No Delay Damages:** Under no circumstances shall the City of Charlotte be liable to the successful Bidder for any damages arising from delay, whether caused by the City of Charlotte or not.
- 2.24 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:
- (A) If such failure or delay:
 - 1. could not have been prevented by reasonable precaution;
 - 2. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
 - 3. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
 - (B) 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.

- (C) 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 successful Bidder from performing its obligations for more than fifteen (15) days, the City of Charlotte shall have the right to terminate the Contract by written notice to the successful Bidder.
- (D) Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the successful Bidder 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 Bidder of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

2.25 Severability: The invalidity of one or more of the phrases, sentences, clauses or sections contained in the Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of the Contract 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 the Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

2.26 No Publicity: No advertising, sales promotion or other materials of the successful Bidder or its agents or representations may identify or reference the Contract or the City of Charlotte in any manner without the prior written consent of the City of Charlotte. Notwithstanding the forgoing, the parties agree that the successful Bidder may list the City of Charlotte as a reference in responses to requests for Bid Responses, and may identify the City of Charlotte as a customer in presentations to potential customers.

2.27 Waiver: No delay or omission by either party to exercise any right or power it has under the 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 the 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 the Contract shall be effective unless in writing and signed by the party waiving the rights.

2.28 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 all definitions and a list of surviving Sections which will be included in the final Contract.

2.29 Change In Control: In the event of a change in "Control" of the successful Bidder (as defined below), the City of Charlotte shall have the option of terminating the Contract by written notice to the successful Bidder. The Company shall notify the City of Charlotte within ten (10) days of the occurrence of a change in control. As used in the 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 successful Bidder or (ii) the power to direct or cause the direction of the management and policies of the successful Bidder whether through the ownership of voting securities, by contract or otherwise.

2.30 Anti-lobbying Provision: Maintaining the integrity of its Invitation to Bid process is of paramount importance for the City of Charlotte. To this end, we ask each Bidder's cooperation in voluntarily refraining from contacting any members of the Charlotte City Council until the award of this contract is presented to them for approval.

SECTION 3 SPECIAL CONDITIONS

- 3.1 Price Adjustment:** to submit a price adjustment clause as part of your original bid, you must state the proposed escalation formula in detail as part of your Bid Response. If no price adjustment clause is agreed to as part of the Contract, the bid price shall apply for the entire term of the Contract unless the City of Charlotte approves a price adjustment in writing in accordance with the following terms:
- A. Price increases shall only be allowed when justified in the City of Charlotte's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate a Bidder for inefficiency in operation or for additional profit.
 - B. To obtain approval for a price increase, the bidder shall submit a written request to the Procurement Services Division representative, 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 bid.

The City of Charlotte may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City of Charlotte's sole discretion. If the City of Charlotte rejects such price increase, the Bidder shall continue performance of the Contract.
 - C. If the technology industry market prices should decrease, the equipment and service will be provided at the lower retail/discounted price.
- 3.2 Options and Accessories:** The City of Charlotte may in its discretion purchase from the successful Bidder 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. Such higher or lower options shall not exceed **25%** of the base bid price. (Note: Options for trucks are to include cab configurations and 4X4 drive)
- 3.3 Documentation:** The successful Bidder will provide for all products purchased under this Invitation to Bid written or electronic documentation that is complete and accurate, and sufficient to enable City of Charlotte employees with ordinary skills and experience to utilize such products for the purpose for which the City of Charlotte is acquiring them. Such documentation may take the form of user manuals or online instruction.
- 3.4 Design and/or Manufacturer Requirement:** Goods and materials are required to meet standards, as indicated in the Invitation to Bid detailed specifications (Section 4).
- 3.5 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, and workmanship.
- 3.6 Contract Monitoring:** The Charlotte-Mecklenburg Police Department shall have the right to audit the Company's compliance with the terms and conditions of this Agreement at such times as the City of Charlotte deems appropriate. The successful vendor shall develop an action plan to correct any contract deficiency identified during these compliance audits, and submit within thirty (30) days of notification of non-compliance.
- 3.7 Site Visit:** At the option of the City of Charlotte, a plant and facility inspection may be required as described under Section 2.8 of this Invitation to Bid.

3.8 Environmental Preferable Purchasing: The City of Charlotte promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring products or services.

Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

Recycled content	Renewable resources
Recyclability	Packaging
Biodegradability	Reduced toxicity
Energy and water efficiency	Low volatile organic compounds
Durability	Take back options

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 bids and Bid Responses. 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.

3.9 During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the City of Charlotte 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 Agreement or the City of Charlotte's payment obligations. The City of Charlotte 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 of Charlotte in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City of Charlotte for the cost of the audit.

SECTION 4 SPECIFICATIONS

- 4.1 Scope of Work:** The scope of this contract shall be to provide **Construction Equipment, Light Trucks, Vans, Sedans and Hybrid Vehicles** as defined by the specifications included in this Invitation To Bid.
- 4.2 Background: Construction Equipment, Light Trucks, Vans, Sedans and Hybrid Vehicles** represents rolling stock equipment used by the City.
- 4.3 General Requirements:** All equipment and component parts furnished shall be new, meet all requirements of these specifications and be in operating condition at time of delivery. Bids submitted in response to this ITB must comply with all terms and conditions and specifications as listed.

The City of Charlotte and/or Mecklenburg County reserves the right to determine which specific items on any specification requirements require strict adherence, or are most important, and those that are not, or requiring a lesser degree of importance. Such determination can and will be a basis for evaluating, recommending and making award. The City will, at its discretion, assess warranty offered, and utilize life-cycle costing and/or performance factors as the evaluation method and basis for award. Should a requested specification sheet not be submitted with a bid, this is considered non-responsive and therefore will not be considered. Please read and respond to specification requirements carefully.

- 4.4 Quantities:** The City of Charlotte reserves the right to purchase according to actual need and does not guarantee quantities. The quantities shown are estimates based on prior year usage. Multiple orders will be placed on an as needed basis during the term of the contract.
- 4.5 Pricing:** Bids shall be submitted as a fixed unit cost per item, which includes shipping and delivery, any discounts, vendor mark up/profit, item cost and storage. No other charges are allowed.
- 4.6 Warranty:** All equipment supplied under these contract specifications shall be covered by the manufacturer's normal written guarantee and/or warranty (minimum of one year) against defects in materials, workmanship and performance.
- 4.7 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 also reserves the right to award contract(s) by item, combination of items or grand total, whichever is in the best interest of the City.

Multiple awards may be made as a result of this ITB if doing so will ensure that any ensuing contract(s) will allow the City to fulfill current and future requirements or in the best interest of the City

- 4.8 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 8. 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 "Agreement" shall refer to the contract entered into between the City and the successful Bidder, and the term "Company" shall refer to the successful Bidder.

SECTION FIVE

Insurance Requirements

Indemnity: to the extent permitted by law the successful Bidder shall indemnify and save harmless the City of Charlotte/State, its officers, agents, employees and assigns from and against all loss, cost, damages, expenses and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal; arising directly or indirectly from operations, products or services rendered or purchased under this Invitation to Bid. The indemnity provided in this Form shall be in addition to and not in limitation of any other indemnity provisions that may be set forth in this Invitation to Bid.

Insurance: Throughout the term of the Contract, the successful Bidder shall comply with the insurance requirements described in this Form. In the event the successful Bidder fails to procure and maintain each type of insurance required by this Form, or in the event the successful Bidder fails to provide the City of Charlotte with the required certificates of insurance, the City of Charlotte shall be entitled to terminate the Contract immediately upon written notice to the successful Bidder.

The successful Bidder 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 Bidder 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 successful Bidder, 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 successful Bidder shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City of Charlotte. The successful Bidder 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 successful Bidder shall furnish the City of Charlotte with proof of insurance coverage by certificates of insurance accompanying the Contract and shall name the City of Charlotte as an additional named insured under the commercial general liability.

Certificates of all required insurance shall contain the provision that the City of Charlotte will be given (30) days written notice of any intent to amend or terminate by either the insured or the insuring company.

The City of Charlotte 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 successful Bidder and/or subcontractor providing such insurance.

Section 6
Required Forms – Form One

BID SUBMISSION FORM
ITB # 269-2009-188

**Construction Equipment, Light Trucks,
Vans, Sedans and Hybrid Vehicles**

This Bid is submitted by:

Company Name: _____

Representative (printed): _____

Representative **(signed)**: _____

Address: _____

City/State/Zip: _____

Telephone: _____

(Area Code) Telephone Number

Facsimile: _____

(Area Code) Fax Number

It is understood by the Vendor that the City of Charlotte reserves the right to reject any and all Bids, to make awards on all items or on any items according to the best interest of the City of Charlotte, to waive formalities, technicalities, to recover and re-bid this ITB. Bids are valid for one hundred twenty (120) calendar days from Bid Opening.

Company Name

Date

Authorized Signature

Please type or print name

Section 6
Required Forms – Form Two

Addenda Acknowledgement Form
ITB # 269-2009-188

**Construction Equipment, Light Trucks, Vans,
Sedans and Hybrid Vehicles**

Bid Response Submission Check List: Confirm by placing a check mark in the space provided that as the bidder or proposer the information listed below has been reviewed and complied with in the submission of a response to this Invitation to Bid.

- (A) _____ Addenda acknowledgement. Please contact the Procurement Services Division representative to verify the number of addenda issued.

Procurement Services Rep. Name	Telephone Number
Mehl Renner	704 336-5667

Addenda Receipt: The following confirms receipt of any and all addenda issued for this Invitation to Bid/Request for Bid Responses:

Addendum #	Date Issued
_____	_____
_____	_____
_____	_____

- (B) _____ Bid/Bid Response document has been signed by authorized bidder/proposer official.
- (C) _____ Bid/Bid Response package has been properly labeled per the instructions. (See Section 1.6, page 4)
- (D) _____ Bid Response Package Forms (pages 22 to 225)
- Bid Submission Form One
 - Addenda Acknowledgement Form Two
 - Pricing Sheet Form Three
 - Non-Discrimination Certification Form Four
 - Specification Compliance Section 7

The signature below certifies the Bid Response complies with the requirements of this Invitation to Bid and that the above items A through D have been verified as complete.

Date

Printed/Typed Name

Signature

Section 6 Required Forms – Form Two

PRICING SHEET ITB #269-2009-188 Construction Equipment, Light Trucks, Vans, Sedans and Hybrid Vehicles

The undersigned proposes to furnish the following items in strict conformance to the bid specifications and bid invitation issued by the City of Charlotte and/or Mecklenburg County for this bid. Any exceptions are clearly marked in the attached copy of bid specifications.

BIDS ARE DUE NO LATER THAN 3:00 P.M., May 20th, 2009

Item	Spec	Description	Manufacturer	Model #	Est Qty	Unit Cost	Extended Cost	Delivery After Receipt of Order	Warranty
1	HTTCSS.32	32,000 GVWR Tilt Cab Street Sweeper			1				
2	HTRCCD.33	33,000 GVWR Crane Dump Truck			1				
3	LTRC.COM	Compact Pickup Truck			1				
4	LETEC.COM	Extended Cab Compact pickup truck			1				
5	LTR.15	Regular Cab ½ Ton Pickup Truck			1				
6	LTEC.15	Extended Cab ½ Ton Pickup Truck			1				
7	LTCC.15	Crew Cab ½ Ton Pickup Truck			1				
8	LTCCHY	Crew Cab Hybrid ½ Ton Truck			1				
9	LTRCUB.25	Regular Cab ¾ Utility Body Truck			1				
10	LTECUB.25	Extended Cab ¾ Utility Body Truck			1				
11	LTCCUB.25	Crew Cab ¾ Utility Body Truck			1				

Section 6 Required Forms – Form Two

Item	Spec	Description	Manufacturer	Model #	Est Qty	Unit Cost	Extended Cost	Delivery After Receipt of Order	Warranty
12	CVAN.15	½ Ton Cargo Van			1				
13	CVAN.25	¾ Ton Van			1				
14	CVAN.35	1 Ton Cargo Van			1				
15	AUTO.1A	Compact 4 Door Sedan			1				
16	AUTO.1AH	4 Door Hybrid Compact Automobile			1				
17	SUV.25H	4 Door Hybrid Mid Size SUV			1				
18	SUV.35H	4 Door Hybrid Large SUV			1				
19	HTSSSP.56	Slag Spreader			3				
TOTAL:							\$		

NOTE: You may bid on one or more items. Please be advised that quantities are strictly estimates and are not guaranteed.

Section 6

Required Forms – Form Three

Electronic version must be requested via email to mrenner@ci.charlotte.nc.us . Pricing Sheet must be completed in Excel format on a compact disc.

Total Bid Price must include all equipment, labor, delivery, installation, consultation, vendor profit and all other costs associated with this project. No additional cost will be allowed. (Quantities are estimates only for FY09/10. This is to be a unit price contract)

Payment Terms: _____

Company Business License Account Number: _____

Company Federal Tax ID Number: _____

The undersigned hereby certifies the Bidder has read the terms of this bid document, and is authorized to bind the firm to the information herein set forth.

Date: _____

Legal Name of Firm

BY: _____

Name and Title of Person Signing (please print)

Section 6

Required Forms – Form Four

NON-DISCRIMINATION PROVISION - FOR ALL CITY CONTRACTS

Project: 269-2009-188 Construction Equipment, Light Trucks, Vans, Sedans and Hybrid Vehicles

All requests for bids or Bid Responses 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 it's the enclosed bid or Bid Response, the Bidder or Proposer has considered all bids and Bid Responses 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, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, 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 or Bid Response submitted with this certification, and terminate any contract awarded based on such bid or Bid Response It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer 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 or Proposer 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 or Bid Response and to any contract awarded on such bid or Bid Response. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its bid or Bid Response, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a bid or Bid Response 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: _____

SECTION 7

Construction Equipment, Light Trucks, Vans, Sedans and Hybrid Vehicles

**(This section must be completed
and returned for all items bid.)**

ITEM #1 32,000 GVWR TILT CAB VACUUM STREET SWEEPER

HTTCSS.33		Req#			
<u>General:</u>					
_____ 32,000 GVWR tilt cab type vehicle with street sweeping vacuum body as specified for:					
Charlotte Solid Waste/Special Services					
The unit required shall be the latest model currently in production and shall have all standard equipment ordinarily furnished on such models, including the following:					
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>					
		Comply			
1.0	<u>Cab:</u>	YES	NO	EXCEPTIONS	
1.1	Spring assisted tilt type cab over engine is required. Conventional cab configuration is unacceptable. (NO EXCEPTIONS)				
1.2	Power adjustable heated west coast rear -view mirrors, exterior mounted, each side, a minimum size of 7" by 16".				
1.3	Each exterior rear-view mirror shall have attached to it an 8" convex mirror, not obstructing the rear view mirror.				
1.4	Dual sun visors shall be included.				
1.5	Dual electric windshield wipers with washer and interval option.				
1.6	Windshield washer fluid reservoir to have a minimum capacity of one gallon.				

		Comply		EXCEPTIONS
		YES	NO	
1.7	Electrical system protection will be by circuit breakers.			
1.8	Cab shall have two fully adjustable bucket seats equipped with air suspension and approved 3 point seat belts.			
1.9	Seats shall be fully padded with heavy duty cloth upholstery over foam rubber seat cushion.			
1.10	Armrests shall be supplied on both sides of each seat.			
1.11	Power windows and door locks shall be included.			
1.12	Cab shall have storage pockets on the doors or at the roof.			
1.13	Truck shall be equipped with heavy duty hydraulic power steering.			
1.14	All electrical wiring, harnesses, couplings, lights, turn signals, and emergency flashers will be heavy duty, dust and weatherproofed, and easily identifiable.			
1.15	Fresh air intake heater with defroster and OEM factory installed Air Conditioning with switch for air recirculation shall be installed.			
1.16	Dual electric horns shall be installed.			

		Comply		EXCEPTIONS
		YES	NO	
1.17	Flasher(s) must be electronic solid state.			
1.18	Grab handles at each door shall be installed.			
1.19	Heavy duty floor mats shall be installed.			
1.20	Minimum of AM/FM radio with two (2) cab mounted speakers.			
1.21	All state and federal D.O.T. required equipment including, but not limited to, cab mounted 5-lb fire extinguisher, and a warning triangle kit.			
1.22	Door and ignition shall be keyed alike and only require one key for both.			
1.23	All chassis glass shall be solar tinted.			
1.24	Cab fender extensions shall be installed.			
2.0	<u>Dual Steering Controls:</u>	YES	NO	EXCEPTIONS
2.1	Truck shall be equipped with factory installed dual left and right steering controls.			
2.2	Right and left steering positions shall have individual steering gear boxes.			

		Comply		EXCEPTIONS
		YES	NO	
2.3	Steering gear boxes shall not be mounted in the cab.			
2.4	Both steering columns shall have adjustable tilt and telescopic positions.			
2.5	Steering wheels shall be a minimum of 18.9" in diameter.			
3.0	<u>Dual Cab Controls:</u>	YES	NO	EXCEPTIONS
3.1	Each driving position shall be equipped with separate foot throttle pedals.			
3.2	Each driving position shall be equipped with separate foot brake pedals.			
3.3	Each driving position shall be equipped with a separate self cancelling turn signal switch.			
3.4	Each driving position shall be equipped with a separate headlight dimmer switch.			
3.5	Each driving position shall be equipped with a separate hazard light switch.			
3.6	Each driving position shall be equipped with a separate windshield wiper control.			

		Comply		EXCEPTIONS
		YES	NO	
3.7	Each driving position shall have a separate or accessible within reach to a common transmission shift control panel.			
3.8	Each driving position shall have a separate or accessible within reach to a common parking brake control.			
3.9	Each driving position shall have a separate or accessible within reach to a common ignition switch.			
3.10	Each driving position shall have a separate or accessible within reach to a common steering position selector switch.			
4.0	<u>Gauges and Warning Indicators:</u>	YES	NO	EXCEPTIONS
4.1	Cab mounted headlights on audible warning shall be included.			
4.2	Cab mounted weight overload audible warning shall be included.			
4.3	Each driving position shall have a separate primary air pressure gauge.			
4.4	Each driving position shall have a separate secondary air pressure gauge.			
4.5	Each driving position shall have a separate chassis engine coolant temperature gauge.			

		Comply		EXCEPTIONS
		YES	NO	
4.6	Each driving position shall have a separate chassis engine volt meter.			
4.7	Each driving position shall have a separate chassis transmission fluid temperature gauge.			
4.8	Each driving position shall have a separate fuel gauge.			
4.9	Each driving position shall have a separate chassis engine air filter restriction gauge.			
4.10	Each driving position shall have a separate chassis engine oil pressure gauge.			
4.11	Each driving position shall have a separate chassis engine hour meter.			
4.12	Each driving position shall have a separate chassis engine tachometer.			
4.13	Each driving position shall have a separate speedometer.			
4.14	The left driving position shall have an odometer with trip meter installed that will record mileage of truck at all times.			

		Comply		EXCEPTIONS
		YES	NO	
4.15	The right driving position shall have an odometer with trip meter installed that will record mileage if and only if sweeping broom(s) are engaged.			
5.0	<u>Sweeper Equipment Controls:</u>	YES	NO	EXCEPTIONS
5.1	Sweeper equipment controls and auxiliary engine gauges and instruments shall be installed in the cab on a panel than can be adjusted to be within reach of the driver from either left or right driving position.			
5.2	Sweeper equipment control panel shall include the auxiliary engine ignition and engine pre-heat switch.			
5.3	Sweeper equipment control panel shall include the auxiliary engine throttle control and be adjustable from idle speed to a minimum of 2,000 RPMs.			
5.4	Sweeper equipment control panel shall include a weight load indicator gauge.			
5.5	Sweeper equipment control panel shall include a hydraulic filter service indicator light.			
5.6	Sweeper equipment control panel shall include an auxiliary engine air filter restriction indicator.			

		Comply		EXCEPTIONS
		YES	NO	
5.7	Sweeper equipment control panel shall include an auxiliary engine tachometer.			
5.8	Sweeper equipment control panel shall include an auxiliary engine hour meter.			
5.9	Sweeper equipment control panel shall include a three position rocker switch for raising, lowering, and activating the water system on the gutter broom.			
5.10	Sweeper equipment control panel shall include a three position rocker switch for raising, lowering, and activating the water system on the main broom.			
5.11	Sweeper equipment control panel shall include a three position rocker switch for raising, lowering, and activating the water system on the suction nozzle.			
5.12	Sweeper equipment control panel shall include an auxiliary engine low oil pressure warning light.			
5.13	Sweeper equipment control panel shall include an auxiliary engine coolant temperature overheat light.			
5.14	Sweeper equipment control panel shall include an auxiliary engine charging system malfunction light.			

		Comply		EXCEPTIONS
		YES	NO	
5.15	Sweeper equipment control panel shall include a low sweeper water tank level warning light.			
5.16	Sweeper equipment control panel shall include a gutter broom rotational speed control with an infinitely variable range from 0 to 130 RPMs.			
5.17	Sweeper equipment control panel shall include dual gutter broom tilt controls.			
5.18	Sweeper equipment control panel shall include down pressure controls for gutter brooms.			
5.19	Sweeper equipment control panel shall include all controls for changeover of sweeping from one side gutter broom to the other.			
5.20	Sweeper equipment control panel shall include on/off switch for gutter broom work lights.			
5.21	Sweeper equipment control panel shall include separate herbicide application on/off switches and indicator lights for application on the right and left sides.			
5.22	Sweeper equipment control panel shall include water spray system on/off switch and indicator light.			

		Comply		EXCEPTIONS
		YES	NO	
5.23	Sweeper equipment control panel shall include controls for pivoting of wide sweep broom.			
5.24	Sweeper equipment control panel shall include a center broom AVL indicator.			
5.25	Sweeper equipment control panel shall include a dry sweeping switch to allow the auxiliary engine to run even if the water supply tank is empty.			
5.26	Sweeper equipment control panel shall include a pre-programmed single joystick "ergo" master switch shall control all sweep gear. The sweeping gear shall raise and the water shall shut off when "ergo" is moved out of "work" position. All functions shall resume their previously programmed settings when "ergo" switch is returned to "work" position.			
5.27	Controls for raising and lowering the hopper body and tailgate shall be on the right side of the sweeper body.			
5.28	All cab mounted sweeper controls shall be air over hydraulic or electric over hydraulic, no hydraulic lines shall be routed into the cab.			

6.0	<u>Chassis Engine:</u>	Comply		EXCEPTIONS
		YES	NO	
6.1	Chassis engine shall have a minimum of 210 horsepower.			
6.2	Chassis engine shall have a minimum of 540 foot pounds of torque.			
6.3	Chassis engine shall be diesel powered.			
6.4	Chassis engine shall have an inline 6 cylinder configuration.			
6.5	Heavy duty radiator and cooling system.			
6.6	The air intake system shall include a remote mounted dual element air filter with the air intake located outside the engine compartment and above cab height to intake air from an area that is free of dust generated by the equipment operation.			
6.7	An automatic shutdown device shall be provided to protect against low oil pressure and low water level. An OEM system that meets this entire requirement is compulsory. (NO EXCEPTIONS)			

		Comply		EXCEPTIONS
		YES	NO	
6.8	Fuel-water Separator shall be provided.			
6.9	The cooling system shall include an extended life type coolant charged to the manufacturer's recommendation.			
6.10	Engine shall be fitted with silicone cooling system hose package to include radiator, heater, turbocharger, and intercooler hoses.			
6.11	Engine shall be equipped with vertical exhaust with residential mufflers and turnout. (no rain cap)			
6.12	A heavy duty dry type air cleaner with filter restriction indicator shall be supplied.			
6.13	A viscous clutch fan shall be supplied			
6.14	A full flow oil filter shall be supplied.			
7.0	<u>Transmission:</u>	YES	NO	EXCEPTIONS
7.1	Allison 2500 RDS, five speed automatic with overdrive, PTO provision, and return line filtration unless otherwise noted.			
7.2	Allison transmission to be filled with Castrol Transynd synthetic automatic transmission fluid.			

		Comply		EXCEPTIONS
		YES	NO	
7.3	Transmission shall be equipped with water to oil transmission oil cooler. The auxiliary filter shall be installed before the cooler. It shall be a full flow type filter with dual light indicator kit installed.			
7.4	The vehicle shall have a minimum top speed of 55 miles per hour.			
7.5	Transmission shall be equipped with oil filter and magnetic drain plug.			
8.0	<u>Air Brakes:</u>	YES	NO	EXCEPTIONS
8.1	Four channel ABS air brake system required.			
8.2	Full air with Bendix-Westinghouse TU FLOW 550 (13 CFM) compressor (MINIMUM) . "S" cam type actuators, or approved equal. Wedge brakes not acceptable.			
8.3	Non-asbestos linings.			
8.4	The rear brakes shall be Eaton Single Anchor pin, Meritor or Bendix.			
8.5	Spring type parking brakes, Anchorlok or approved equal.			
8.6	Dual air pressure gauges with warning buzzers and warning lights for both right and left driving positions.			

		Comply		EXCEPTIONS
		YES	NO	
8.7	Bendix AD9 or ADIS Air Dryer. (NO EXCEPTIONS) Shall be 25 CFM. Mounting to be per manufacturer's recommendations. Shall include heater kit connected to vehicle heating system and include an automatic moisture ejector.			
8.8	Automatic slack adjuster. Same make on all axles - Meritor, Bendix and Gunit. (NO EXCEPTIONS)			
8.9	Dust covers are required on all backing plates.			
8.10	All air reservoir tanks to have drain valve cables installed in a position easily accessed by the operator.			
9.0	<u>Chassis and Frame:</u>	YES	NO	EXCEPTIONS
9.1	Two heavy duty pull hooks attached to the frame at front bumper, attached in a manner that permits the vehicle to be moved without its own power in off-the -road conditions.			
9.2	Minimum 50 gallon capacity steel step fuel tank mounted on left hand side, all engines shall draw fuel from the same chassis mounted supply tank. (NO EXCEPTIONS)			
9.3	Frame shall be constructed of high tensile steel.			
9.4	Steel front and rear bumpers shall be mounted to the frame.			

		Comply		EXCEPTIONS
		YES	NO	
9.5	A weight load indicator shall be installed on the frame.			
9.6	All visible and exposed exterior surfaces, including axles, frame, running gear, and fuel tank, to be painted except trim, chrome, glass and rubber.			
9.7	Chassis frame to be painted black			
9.8	All sweep gear and brackets shall be powder coated for maximum protection in a sweeping environment.			
9.9	Proper undercoating on all painted and unpainted metal surfaces to sufficiently protect those areas against rust through continuous exposure to water and salt.			
9.10	Wheelbase must be a minimum length needed to accommodate exhaust after treatment devices, custom tool box installed behind cab, and all components of the sweeper vacuum body.			
10.0	<u>Wheels and tires</u>	YES	NO	EXCEPTIONS
10.1	Grade 8 studs.			
10.2	All wheel rims shall be 10-hole hub-piloted steel disc type 22.5 X 8.25.			
10.3	Truck shall be fitted with six (6) tubeless steel belted radial tires, size 11.00 R22.5, 14-ply rated, straight tread on all tires. (NO			

	LUGS)			
		Comply		
		YES	NO	EXCEPTIONS
10.4	Rear tire sets to be protected by heavy duty replaceable plastic fenders.			
11.0	<u>Electrical System:</u>	YES	NO	EXCEPTIONS
11.1	12 volt system, wiring labeled/easily identifiable.			
11.2	Heavy duty alternator, minimum of 100 amps.			
11.3	Heavy duty maintenance-free batteries, compatible with engine, are required. State CCA.			
	CCA:			
11.4	Batteries shall have remote jump start terminals.			
11.5	Batteries shall have a master switch installed.			
11.6	Heavy duty starter.			
12.0	<u>Lighting:</u>	YES	NO	EXCEPTIONS
12.1	Must conform to all ICC lights specification.			
12.2	Standard cab lights to be mounted on top of the cab.			
12.3	Headlamps shall be sealed beam halogen type.			
12.4	Rear lights shall have a minimum of stop, tail, and reverse lights.			

		Comply		EXCEPTIONS
		YES	NO	
12.5	Clearance lights, identification lights, and license plate lights shall be installed.			
12.6	Wiring shall include wires to confirm right, left, or center broom operation for City installed GPS equipment.			
12.7	Adjustable gutter broom work lights are to be installed on each side of the truck.			
12.8	Four 6"x2" L.E.D. flashing strobe lights, two amber in color and two white in color, shall be installed on the lift gate in the following manner; one amber L.E.D. strobe light shall be mounted on the bottom of the tailgate on the left hand side, the remaining amber L.E.D. strobe light shall be mounted on the middle of the tailgate on the right hand side, one white L.E.D. strobe light shall be mounted on the bottom of the tailgate on the right hand side, the remaining white L.E.D. strobe light shall be mounted on the middle of the tailgate on the left hand side. The L.E.D. strobe lights shall be wired to alternately flash diagonally and activate whenever the chassis ignition is turned on.			
12.9	Four 7" inch in diameter round red L.E.D. safety lights shall be mounted on the rear of the sweeper door and should illuminate whenever the chassis parking lights are turned on.			

		Comply		EXCEPTIONS
		YES	NO	
12.10	One rear mounted sweeper body amber rear beacon light with limb guard shall be installed.			
12.11	One cab mounted amber rear beacon light with limb guard shall be installed.			
13.0	<u>Paint:</u>	YES	NO	EXCEPTIONS
13.1	Manufacturer's standard white.			
14.0	<u>Front Axle:</u>	YES	NO	EXCEPTIONS
14.1	Minimum axle weight rating of 12,000 pounds.			
14.2	The front suspension, at the ground, must equal or exceed the rated axle capacity. State Capacity.			
	Capacity:			
14.3	Shock absorbers required.			
14.4	Turning angle shall be a minimum of 50 degrees.			
14.5	Turning radius shall be a maximum of 23 feet, measured from the inside of wheel.			
14.6	Front taper leaf springs shall be installed.			
15.0	<u>Rear Axle:</u>	YES	NO	EXCEPTIONS
15.1	Two speed rear axle.			
15.2	Minimum axle weight rating of			

	21,000 pounds.			
		Comply		
		YES	NO	EXCEPTIONS
15.3	Rear axle ratio to be geared to negotiate a minimum of a 30% grade with rated GVWR.			
15.4	Vehicle must be able to maintain at least 50 MPH on a maximum grade of 2% at full load.			
15.5	Lubricant shall be Mobil synthetic or approved equal.			
15.6	State axle ratios for two speed axle:			
	1 st ratio:			
	2 nd ratio:			
15.7	The rear suspension, at the ground, must equal or exceed the rated axle capacity. State total capacity.			
	Capacity:			
15.8	Rear multi-leaf springs shall be installed. (NO AIR SUSPENSION)			
15.9	Rear oil seals shall be provided.			
15.10	Rear axle shall have dual tires and wheels on each side of axle.			
16.0	<u>Auxiliary Engine:</u>	YES	NO	EXCEPTIONS
16.1	Power for the sweeper body shall be supplied by a heavy-duty turbo charged industrial diesel engine, John Deere 4045T or equivalent.			
16.2	Auxiliary engine shall be four-cylinder, four-cycle, and water cooled.			

		Comply		EXCEPTIONS
		YES	NO	
16.3	Auxiliary engine shall have extended life antifreeze protected to a minimum of -40 degrees Fahrenheit.			
16.4	Auxiliary engine shall have a minimum displacement of 4.5 liters. (275 Cu. in.).			
16.5	Auxiliary engine shall be capable of operating within a temperature range of -40 degrees Fahrenheit to +126 degrees Fahrenheit with the manufacturer's full warranty approval.			
16.6	Heavy duty, dry dual element air filtration with restriction indicator and turbo 3 pre-cleaner to be provided.			
16.7	Fuel system will have a primary filter & sediment bowl as first stage filtration from the fuel tank.			
16.8	Auxiliary engine fuel will be supplied from 50 gallon main chassis fuel tank located on chassis. Secondary fuel tank will not be accepted. (NO EXCEPTIONS)			
16.9	Auxiliary engine shall be equipped with a remote oil pan drain with accessible drain plug to allow engine oil to be externally drained during oil changes.			
16.10	Auxiliary engine water pump shall be gear driven.			

		Comply		EXCEPTIONS
		YES	NO	
16.11	Auxiliary engine shall be equipped with a 12 volt minimum 55 amp alternator.			
16.12	Auxiliary engine shall be equipped with an automatic shutdown activated by high coolant temperature or low oil pressure.			
16.13	Auxiliary engine shall be equipped with an automatic shutdown activated by empty water supply tank and deactivated by dry sweeping switch.			
16.14	Auxiliary engine shall be sound suppressed and mounted in an enclosure.			
16.15	Auxiliary engine enclosure shall be separately mounted from the body and capable of being removed from the entire sweeper framework by four (4) bolts.			
16.17	Auxiliary engine compartment shall be fully sealed to protect against sound and dust contaminants.			
16.18	Auxiliary engine compartment enclosure shall have an integral access ladder attached with sure grip treads.			
16.19	Auxiliary engine compartment shall have access doors with counter weighted latches or equivalent.			
16.20	Auxiliary engine shall have a stainless steel exhaust muffler and			

	pipe with rain flap.			
		Comply		
		YES	NO	EXCEPTIONS
16.21	Bidder shall state engine RPM required to generate an impeller fan speed of 3,400 RPM and related fuel consumption in gallons per hour.			
	State RPM:			
	State GPH:			
16.22	Auxiliary engine radiator shall have a sealed & dedicated air intake duct.			
16.23	Auxiliary engine radiator shall be mounted to the framework separate from the engine.			
16.24	Auxiliary engine radiator air intake duct shall be located in the roof of the auxiliary engine compartment.			
16.25	Auxiliary engine shall be equipped with engine pre-heater.			
16.26	An anti-crank device shall be installed on the auxiliary engine to prevent re-engagement of starter while engine is running.			
17.0	<u>Toolbox:</u>	YES	NO	EXCEPTIONS
17.1	A toolbox shall be fabricated from diamond plate aluminum and installed between the truck cab and sweeper body.			
17.2	Toolbox shall be 18" wide, 24" high, and 50" in length. (NO EXCEPTIONS)			

		Comply		EXCEPTIONS
		YES	NO	
17.3	Locking doors shall be installed on each side of the toolbox			
17.4	Toolbox doors shall be equipped with gas charged shocks.			
17.5	Toolbox doors shall be sealed and water tight.			
17.6	Wheelbase shall be long enough to accommodate toolbox without modification to sweeper body, cab, or exhaust.			
18.0	<u>Sweeper Hopper Body:</u>	YES	NO	EXCEPTIONS
18.1	Hopper body shall be fabricated from high chromium content stainless steel. All seams shall be continuously welded.			
18.2	Hopper body vol. capacity shall be not less than 8.5 cu. yards. With payload, hopper capacity shall not be less than 7.4 cu. yards.			
18.3	Hopper body shall tilt to empty contents at a minimum of 54 degrees.			
18.4	Hopper body dumping system shall be fitted with a backup source of power, hydraulic or pneumatic provided by the chassis, to dump the contents of the hopper if the auxiliary engine should fail.			

		Comply		EXCEPTIONS
		YES	NO	
18.5	Hopper body rear door shall be hydraulically operated, fully sealed, full width, top hinged and capable of opening through 125 degrees.			
18.6	Hopper body rear door shall be opened and closed by a single hydraulic, flow controlled cylinder			
18.7	Hopper body rear door shall have a drain hose and a de-watering valve to enable both waterlogged & water pooled loads to be drained off. The hose will be stored on its own storage bracket when not in use.			
18.8	An angled lip shall be installed below the hopper body rear door to prevent debris from falling onto and behind the rear bumper.			
18.9	Hopper body shall include a full frame width, automatic body prop with four locking positions and retraction device.			
18.10	Debris conveying body inlet pipes shall be constructed of steel to resist abrasion.			
18.11	Hopper body inlet pipes shall have pneumatically operated closure flaps operated from within the vehicle cab			

		Comply		EXCEPTIONS
		YES	NO	
18.12	Hopper body inlet pipes shall have equidistant mounting holes to permit quarter, half or three quarter turn rotation for even wear compensation.			
18.13	Hopper body raise & lower shall be by means of a spherical joint mounted, two stage hydraulic cylinder with power return and safety locking valve. Controls to be mounted on outside of vehicle (right side)			
18.14	Debris hopper shall have inspection doors installed on each side of the debris hopper to allow the operator to inspect the load, wash the screens, and to accommodate large items of debris.			
18.15	Hopper body roof shall incorporate an externally mounted, removable plate to permit inspection and cleaning of upper air chamber.			
18.16	Hydraulic sequence valves must be located in a compartment accessible for efficient diagnostics and repair.			
19.0	<u>Hopper Vacuum System</u>	YES	NO	EXCEPTIONS
19.1	Vacuum impeller fan shall be single stage centrifugal type, direct driven, factory balanced, and capable of producing 59" of negative water column in the hopper.			

		Comply		EXCEPTIONS
		YES	NO	
19.2	Impeller shall be a minimum of 31.5" diameter, 3" wide.			
19.3	Impeller shall be constructed of stainless steel.			
19.4	Impeller shall incorporate hardened steel vanes with built-in "wear safe" characteristics to prevent separation should it be subjected to excessive abrasion.			
19.5	Impeller housing shall have ports for inspection and shall be constructed of anti-abrasion steel.			
19.6	The impeller housing exhaust port MUST be equipped with an automatic safety blanking plate which activates each time the hopper is raised.			
19.7	The connection of impeller to drive system and engine shall permit the impeller to freely spin within its housing.			
19.8	The impeller shall be driven by an adjustment free 'step-up' gear-box.			
19.9	Step-up gear-box ratio shall be a minimum of 1: 1.79; permitting high impeller speeds at low engine RPM.			

		Comply		EXCEPTIONS
		YES	NO	
19.10	The impeller exhaust port is to be sealed and air is to be exhausted horizontally through a sound suppressed roof tunnel vent.			
19.11	The impeller driving step-up gear-box shall have an externally mounted drain provision through the engine enclosure to facilitate remote draining of oil.			
19.12	The gear-box shall have a fluid level sight glass and easily accessible fill port.			
19.13	Sweeper body vacuum hoses shall be constructed of steel reinforced flexible rubber with an outer protective cover.			
19.14	Vacuum hoses shall be a minimum of 10" in diameter, with self-aided cleaning feature.			
19.15	Top of vacuum hoses shall be accessible at ground level to permit the removal of any blockages			
20.0	<u>Suction Nozzles</u>	YES	NO	EXCEPTIONS
20.1	Suction nozzles shall be abrasion resistant, metal alloy construction with replaceable rubber lining, rubber skirts, replaceable curb guards, and have a minimum of four jet sprays.			
20.2	Nozzles shall be fitted with replaceable rubber lining, rubber skirts, and curb guards.			

		Comply		EXCEPTIONS
		YES	NO	
20.3	Each nozzle shall be equipped with a minimum of four (4) jet sprays.			
20.4	Nozzles shall be cylinder suspended.			
20.5	Nozzles shall have multiple interior water jets to provide dust suppression and lubrication for debris conveying tubes and sweeper internal components.			
20.6	Nozzle carriages shall each be provided with a minimum of two adjustable wheels with rubber tires installed.			
20.7	Nozzle wheels shall be capable of being independently adjusted.			
20.8	Nozzle wheels shall have a spindle mounted grease point.			
20.9	The operator shall have the ability to use cab mounted controls to remotely tilt the nozzles backwards to their maximum aperture openings to accommodate the ingestion of large items.			
20.10	The nozzles shall be capable of tracking independently from the chassis. To reduce exposure to environmental damage, it is preferred that nozzle operation be pneumatically controlled.			

		Comply		EXCEPTIONS
		YES	NO	
20.11	The nozzle assemblies are to be attached to the sweep gear framework via tool free, detachable, self-aligning draw bar.			
20.12	Nozzles shall be capable of being operated independently of other sweeping gear.			
20.13	Nozzles shall have provision for surface adjustment to facilitate the ingestion of fines.			
20.14	Nozzles and all associated components shall be “non-handed” and interchangeable from left to right and vice versa.			
21.0	<u>Gutter Brooms</u>	YES	NO	EXCEPTIONS
21.1	Gutter brooms shall be of two piece design.			
21.2	Gutter brooms shall be a minimum of 28” in diameter.			
21.3	Gutter broom refillable segments to be of a quick detach design.			
21.4	Gutter broom bristles shall be a minimum of 22" long.			
21.5	Gutter broom bristles shall be constructed at a minimum of high carbon hardened wire.			
21.6	Gutter brooms shall be direct hydraulic drive type and relief valve protected.			

		Comply		EXCEPTIONS
		YES	NO	
21.7	Sweeper shall change sweeping from one side to another completely through sweeper control panel in cab.			
21.8	Gutter brooms shall be capable of simultaneous sweeping.			
21.9	Gutter brooms shall be pneumatically lowered, raised and latched.			
21.10	Gutter brooms shall have the capacity to be raised in the event of air pressure loss while in the lowered position.			
21.11	Gutter brooms and components shall be free floating, of trailing arm configuration with adjustable “kick back” feature to avoid damage if contact is made with street furniture, high curbs, or other immovable objects.			
21.12	Gutter brooms each shall have two independent water spray jets for dust control.			
21.13	Gutter brooms shall be capable of being operated independently of other sweep gear.			
21.14	Gutter brooms shall be capable of sweeping on top of sidewalk edge for the purpose of cleaning weeds, etc. This feature shall also be used to trim grass edges on curbs, edged parkways, etc.			

		Comply		
		YES	NO	EXCEPTIONS
21.15	Gutter broom assemblies shall be sub-frame mounted on the sweeper and not on the chassis, and shall be fully adjustable for height.			
21.16	Gutter brooms and components shall be “non-handed” and interchangeable from left to right and vice versa.			
22.0	<u>Wide Sweep Broom</u>	YES	NO	EXCEPTIONS
22.1	Wide sweep broom shall be mounted under the body.			
22.2	Wide sweep broom shall be constructed of polypropylene.			
22.3	Wide sweep broom shall be a minimum 16” in diameter.			
22.4	Wide sweep broom shall be a minimum of 50” in length.			
22.5	Wide sweep broom shall be enclosed within its own hood to prevent debris from being ejected.			
22.6	Wide sweep broom shall be hydraulically driven at a constant speed with adjustable pressure and flotation system.			
22.7	Wide sweep broom pneumatic controls shall be included to provide automatic equalization of broom pressure on road.			

		Comply		EXCEPTIONS
		YES	NO	
22.8	Wide sweep broom shall have a minimum of four water sprays for dust control.			
22.9	Water spray system shall be constructed of rust-proof materials.			
22.10	Wide sweep broom shall be capable of being changed without removing any parts other than the broom side cover plate.			
22.11	Wide sweep broom shall be capable of being operated independently of all other sweep gear.			
22.12	Wide sweep broom shall have a road crown compensation pivot with remote greasing provision.			
23.0	<u>Sweeper Hydraulic System</u>	YES	NO	EXCEPTIONS
23.1	The hydraulic system shall operate the following: wide sweep broom rotation, angling, gutter broom rotation and lateral positioning.			
23.2	To ensure adequate cooling, reservoir capacity to pump output shall be a minimum of 2:1 ratio. State pump output at recommended auxiliary engine operating speed.			
	Pump output:			
23.3	Hydraulic oil reservoir capacity shall be 20 gallons minimum and capable of maintaining continuous operation without overheating.			

		Comply		EXCEPTIONS
		YES	NO	
23.4	Hydraulic reservoir shall have a fluid level sight glass.			
23.5	Hydraulic tank shall have shut-off valves for hydraulic oil filter change.			
23.6	The single hydraulic reservoir shall supply oil to both sweeper & chassis systems to defray cost of extra tank, oil, filters etc.			
23.7	All hydraulic circuits shall be protected by relief valves.			
23.8	A spin-on sump filter with pressure bypass shall be provided on the return circuit.			
23.9	All sweeping gear functions shall be powered by a gear driven hydraulic pump off the auxiliary engine timing gears.			
23.10	All hydraulic valves for sweep gear shall be equipped with light emitting diodes to assist in troubleshooting.			
23.11	The hydraulic sweep system shall have a pressure test port mounted in a systems locker.			
23.12	All hydraulic lines to be constructed of metal or other approved heat-resistant material.			
23.13	The hydraulic filter shall be a Pall 7400 Series, 8" element, 6 micron absolute, Beta 200 with visual indicator, or equivalent.			

		Comply		
		YES	NO	EXCEPTIONS
23.14	Hydraulic system shall have quick disconnect relief pressure check ports mounted in the hydraulic manifold(s).			
23.15	Hydraulic valves shall have built-in diagnostic system lighting for trouble shooting hydraulic flow and electrical power.			
23.16	A 12-volt DC hydraulic backup system shall be provided which may be used to operate all hydraulic functions without starting the auxiliary engine.			
24.0	<u>Sweeper Water System</u>	YES	NO	EXCEPTIONS
24.1	Water tank shall be integral with the hopper body.			
24.2	Water tank shall have a 340 gallon minimum capacity.			
24.3	Water tank shall be constructed of stainless steel.			
24.4	Water tank shall be baffled.			
24.5	Water tank shall have a stainless steel filler cap.			
24.6	Water tank shall be fitted to accommodate a 2 ½ inch fire hose.			

		Comply		EXCEPTIONS
		YES	NO	
24.7	Water tank fill shall system shall have an air gap in the tank supply a minimum distance of twice the fill pipe nominal size to meet the Charlotte-Mecklenburg Utilities backflow requirement for fire hydrant access permits.			
24.8	A threaded minimum 12 foot hydrant fill hose national standard 2 ½' thread with adapter on one end and quick disconnect coupler on the other shall be provided for water tank filling.			
24.9	A wash down hose with nozzle trigger shall be provided and mounted on a dedicated storage rack.			
24.10	Water pump drive and related systems shall have an air purge protection system against freeze-up. Hose linkage to be provided by vendor. (NO EXCEPTIONS)			
24.11	All water valves shall have manual drain provisions with an additional air pressurized drain system for cold weather conditions.			
24.12	The water system shall be modified for freezing weather so that the system can be easily drained to positively prevent damage to the system from freezing.			
24.13	The water pump shall be self priming and not subject to damage when operated dry.			

		Comply		EXCEPTIONS
		YES	NO	
24.14	A minimum 8 GMP @ 1500 psi pressure washer with 25 ft hose on reel and spray wand shall be included.			
24.15	Water tank to be fitted with a rugged heavy duty pump to develop minimum 40 PSI pressure required for proper spray operation.			
24.16	Water tank shall have a minimum of two drain and flush out ports. Water tank to be easily flushable			
24.17	Provision shall be made to enable water tank filling to be accomplished by either hydrant or garden type hose.			
24.18	On-off manual control valves to be installed, one on inlet side of pump and on outlet side			
24.19	Spray nozzles shall be located in suction nozzles, in front of gutter brooms and located in front of extension broom.			
24.20	A front bumper mounted full width spray bar shall be installed.			
24.21	All water system rigid lines shall be constructed of non ferrous materials.			

		Comply		EXCEPTIONS
		YES	NO	
24.22	An external water filter shall be provided. The filter must be accessible with body lowered. A shut off (isolation) valve must be provided to facilitate servicing.			
24.23	Water manifold shall be constructed of stainless steel.			
24.24	A sight tube with water level indicating float shall be provided and shall be visible through the cab mirrors.			
24.25	The water system shall have a pressure test port mounted in the systems locker.			
24.26	The water system shall have an adjustable relief valve.			
25.0	<u>Sweeper Pneumatic System:</u>	YES	NO	EXCEPTIONS
25.1	The sweeper pneumatic system shall incorporate a safety device which will ensure that in the event of a pneumatic failure, the chassis braking system will be automatically protected and air brake pressure will be maintained.			
25.2	A self purging air dryer shall be provided with a built in timer to expel condensation once every five minutes.			
25.3	The regulator shall have a shut off valve to purge only the sweeper system while maintaining chassis air pressure.			

		Comply		EXCEPTIONS
		YES	NO	
25.4	All sweep system pneumatic valves shall be housed in a weather proof systems locker and activated by cab mounted rocker switches.			
25.5	The sweeper pneumatic system shall have a test port situated in the systems locker.			
25.6	All pneumatic hose connectors shall be "tool free" push-in type to facilitate easy servicing, removal or replacement.			
25.7	Nozzle, flap and WSB pneumatic cylinders shall have a common seal repair kit to defray parts stocking cost.			
25.8	Pneumatic system air lines shall be color coded for easy recognition of "live supply," "switched supply" and "exhaust"			
25.9	The pneumatic system shall operate the following functions: 1) Wide sweep raise/lower/road pressure 2) Nozzle raise/lower/maxi-gap for large debris. 3) Intake flap operation 4) Gutter broom raise, lower and latch			

26.0	<u>Side Locker:</u>	Comply		EXCEPTIONS
		YES	NO	
26.1	All controlling elements for the sweeper's electrics, pneumatics, water and hydraulics shall be housed in an easily accessible, sealed, weatherproof side locker.			
26.2	Each system shall be equipped with L.E.D. status indicators.			
26.3	Each system wafer shall be removable.			
26.4	Test ports shall be provided for each system.			
26.5	The entire systems locker shall be capable of being removed if necessary.			
26.6	All electrical wiring shall be contained within flame retardant conduit.			
26.7	All wires shall be color coded & numbered for ease of troubleshooting.			
26.8	Systems locker door shall be supported by gas shocks in the open position and shall incorporate a locking latch.			
26.9	Permanent warning labels shall be provided at all hazard areas.			
26.10	When the vehicle is placed in reverse, all sweeping gear shall automatically retract.			

27.0	<u>Herbicide Application System:</u>	Comply		EXCEPTIONS
		YES	NO	
27.1	The herbicide application system shall be included.			
27.2	The herbicide system shall be independent of the sweeper water spray nozzle system.			
27.3	The herbicide system shall spray on either side of the vehicle.			
27.4	The herbicide system shall use sweeper water supply.			
27.5	The herbicide system shall automatically apply a 50:1 water/herbicide ratio mixture when activated.			
28.0	<u>Accessories:</u>	YES	NO	EXCEPTIONS
28.1	Six (6) sets of keys will be furnished.			
28.2	North Carolina State Inspection.			
28.3	A tool box shall be installed behind cab for storage of shovels and tools.			
28.4	A back up alarm of not less than 107 dB(A) shall be installed and shall sound when reverse gear is selected.			
28.5	Sweeper shall be equipped with rear mounted slow moving vehicle emblem.			

		Comply		
29.0	<u>Supporting Documents:</u>	YES	NO	EXCEPTIONS
29.1	The external sound pressure level shall be 79 dB(A) max at 16 meters per noise test code ISO 3746:1996 while the impeller fan is rotating at 3,400 RPM. A letter of certification shall accompany the bid.			
29.2	The In-Cab sound level shall not exceed 68 dB(A) max per noise test code ISO 3746:1996 while the impeller fan is rotating at 3,400 RPM in sweeping mode. A letter of certification shall accompany the bid.			
29.3	Auxiliary engine fuel consumption shall not exceed 4.5 G.P.H (gallons per hour) while producing a continuous impeller fan speed of 3,400 RPM, under 100% load conditions, per SAE J2542. A letter of certification shall accompany the bid.			
30.0	<u>Delivery:</u>	YES	NO	EXCEPTIONS
30.1	Delivery shall be scheduled and made to the Equipment Management Division 115 S. Dwelle St. Charlotte NC 28208 or a selected body installer. Call 704-336-4614 for arrangements.			
30.2	Vehicle to be delivered with full tank of fuel.			

		Comply		EXCEPTIONS
		YES	NO	
30.3	Two (2) complete replacement gutter broom heads shall be delivered with truck.			
31.0	<u>Inspection and Acceptance:</u>	YES	NO	EXCEPTIONS
31.1	The inspection and acceptance of all units will be held jointly by the Equipment Management Division and the Ultimate Consignee.			
31.2	Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to City personnel. At a minimum, training shall consist of one full day (8 hours minimum) of onsite operator training and two full days (16 hours minimum) of onsite repair and maintenance training. Any training cost must be borne by the bidder.			
32.0	<u>Invoicing:</u>	YES	NO	EXCEPTIONS
32.1	All items outlined shall be delivered to the Administrative Office, 115 S. Dwelle St. Charlotte NC 28208 on or before the delivery of the vehicle.			
32.2	Billing Invoice shall be sent to City of Charlotte Accounts Payable 600 East Forth St. Charlotte NC 28202-2848			

		Comply		EXCEPTIONS
		YES	NO	
32.3	Successful bidders will be responsible to furnish the following materials upon delivery:			
	(1) Dealer invoice.			
	(1) MSO/Certificate of origin.			
	(1) MVR-1 Title application.			
	(1) MVR-180 mileage/odometer statement.			
	(1) Copy of P.O. Issued to vendor.			
	(1) Warranty card or booklet per vehicle.			
	(1) Copy of manufacturer build sheet per vehicle.			
	(3) Copy of operator's manual per vehicle.			
	(3) Copy of service and parts manuals per vehicle.			
33.0	<u>Warranty:</u>	YES	NO	EXCEPTIONS
33.1	All parts that affect the safe and / or reliable operation of the machine must be available within 48 hours of ordering by the City for a minimum period of the life of the machine. Failure to comply will result in supply of the part at no charge to the City.			

		Comply		EXCEPTIONS
		YES	NO	
33.2	Due to the complexity of this equipment and high service demands placed on it, complete parts and warranty service must be available within the Charlotte/Mecklenburg County area. State the name and location of service representative.			
	Name and Location:			
33.3	The complete cab and chassis shall be fully warranted by the manufacturer for a minimum of two years from date of delivery. Vendors shall supply warranty statements from the manufacturer in complete compliance with this published warranty specification.			
33.4	Chassis engine warranty, state included warranty coverage.			
	State engine warranty:			
33.5	Automatic transmission warranty, state included warranty coverage.			
	State transmission warranty:			

		Comply		EXCEPTIONS
		YES	NO	
33.6	The entire debris hopper, excluding inlet wear plates and exhaust screens, shall carry a lifetime warranty. The warranty shall include, but not be limited to, the floor, sides, roof and rear door. The warranty shall cover rust, corrosion and abrasion perforation, including normal wear and tear. Vendors will be financially responsible for all repairs, parts and labor, including protective coatings for the life of the sweeper. The warranty shall cover 100% parts and labor with no pro-rating or hour limitations. Warranty may be transferable or non-transferable. Vendors shall supply warranty statements from the manufacturer in complete compliance with this published warranty specification.			
33.7	The water tank shall carry a lifetime warranty that shall include and not be limited to rust, corrosion and abrasion perforation, cracking, warping, melting, UV damage etc. Vendor will be financially responsible for entire cost of repairs, parts and labor. Vendors shall supply warranty statements from the manufacturer with their bids in complete compliance with this published warranty specification.			

		Comply		EXCEPTIONS
		YES	NO	
33.8	Blower drive system warranty shall cover all components except auxiliary engine, fan, and fan housing, but including normal wear items such as, but not limited to; belts, pulleys, bearings, shafts, fluid couplings, clutches, seals, etc. for a period of 5 years. Warranty shall include 100% of parts and labor costs. Vendors shall supply warranty statements from the manufacturer in complete compliance with this published warranty specification.			
33.9	The sweeper auxiliary engine shall carry a two-year warranty, 100% parts and labor minimum. Vendors shall supply warranty statements from the manufacturer in complete compliance with this published warranty specification.			
33.10	Sweeper components other than wearing items, but including fan and fan housing, shall carry a minimum one year warranty covering the entire cost of repairs, parts and labor.			
33.11	The vendor shall be responsible for pickup and delivery of vehicle for sweeper equipment related warranty service at no charge to the City.			

		Comply		EXCEPTIONS
		YES	NO	
33.12	State any additional warranty offered and cost <u>NOT</u> included in bid or quote.			
	Additional warranty:			
34.0	<u>OSHA:</u>	YES	NO	EXCEPTIONS
34.1	All units must meet all State and Federal OSHA regulations published.			
HTTCSS.33		Revised	01/26/2009	

ITEM #2- 33,000 GVWR CRANE DUMP TRUCK

Spec#	HTRCCD.33	Req#		
<u>General:</u>				
_____ 33,000 GVWR Regular cab type vehicle with knuckle boom crane and dump body and equipment as specified for: Charlotte Landscape Management Division. The unit required shall be the latest current model in production and shall have all standard equipment ordinarily furnished on such models, including the following:				
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>				
		Comply		
5.0	<u>Cab:</u>	YES	NO	EXCEPTIONS
5.1	Regular cab with tilt hood.			
5.2	Regular West Coast rear -view mirrors, exterior mounted each side or equivalent size.			
5.3	Each exterior rear-view mirror shall have attached to it a 6" convex mirror, not obstructing the rear view mirror.			
5.4	Dual sun visors.			
5.5	Dual electric windshield wipers with washer and interval option.			
5.6	Electrical system protection shall be primarily by circuit breakers.			
5.7	Adjustable full width front seat, rated for three (3) passengers with heavy duty vinyl unless otherwise specified.			

		Comply		EXCEPTIONS
		YES	NO	
5.8	Heavy duty hydraulic power steering.			
5.9	All electrical wiring, harnesses, couplings, lights, turn signals, and emergency flashers will be heavy duty, dust and weatherproofed.			
5.10	Fresh air intake heater with defroster and OEM factory installed Air Conditioning.			
5.11	Dual electric horns.			
5.12	Headlights on warning.			
5.13	Minimum AM/FM radio with two (2) cab mounted speakers.			
5.14	Standard instruments and gauges.			
5.15	Flasher must be electronic solid state.			
5.16	Grab handles at each door.			
5.17	Heavy duty floor mats.			
5.18	All state and federal D.O.T. required equipment.			
5.19	Vehicle shall be equipped with tilt steering wheel.			
6.0	<u>Engine:</u>	YES	NO	EXCEPTIONS
6.1	Minimum 300 horsepower 8.5L diesel fuel powered with 750 lbs of torque.			

		Comply		
		YES	NO	EXCEPTIONS
6.2	Heavy duty radiator and cooling system.			
6.3	Heavy duty air cleaner with restriction indicator.			
6.4	Cab mounted engine hour meter and tachometer are required.			
6.5	An automatic shutdown device shall be provided to protect against low oil pressure and low water level. A OEM system that meets all of this requirement. (NO EXCEPTIONS)			
6.6	Fuel-water separator.			
6.7	The cooling system shall include an extended life type coolant charged to the manufacturer's recommendation.			
6.8	Silicone cooling system hoses to be installed and include at a minimum radiator and heater hoses.			
6.9	Engine shall have vertical exhaust installed.			
7.0	<u>Transmission:</u>	YES	NO	EXCEPTIONS
7.1	Allison 3500 RDS, Six Speed Automatic with double overdrive with PTO provision unless otherwise noted.			
7.2	Allison transmission to be factory filled with Transynd synthetic automatic transmission fluid.			

		Comply		
8.0	<u>Brakes:</u>	YES	NO	EXCEPTIONS
8.1	ABS brake system required.			
8.2	Full air with Bendix or Haldex (18 CFM) compressor (MINIMUM). "S" cam type actuators, or approved equal. Wedge brakes not acceptable.			
8.3	Non-asbestos linings.			
8.4	The rear brakes shall be Eaton Single Anchor pin, Meritor or Bendix.			
8.5	Spring type parking brakes, Anchorlok or approved equal.			
8.6	Air pressure gauge with warning buzzer and warning light.			
8.7	Bendix AD9 or AD-IS Air Dryer. (NO EXCEPTIONS) Shall be 25 CFM. Mounting to be per manufacturer's recommendations. Shall include heater kit connected to vehicle heating system.			
8.8	Automatic slack adjuster. Same make on all axles - Meritor, Bendix and Gunit. (NO EXCEPTIONS)			
8.9	Dust covers are required on all backing plates.			

		Comply		
9.0	<u>Chassis and Frame:</u>	YES	NO	EXCEPTIONS
9.1	Two heavy duty pull hooks attached to the frame at front bumper, attached in a manner that permits the vehicle to be moved without its own power in off-the-road conditions.			
9.2	Minimum 65 gallon capacity steel fuel tank mounted on left side frame rail.			
9.3	Undercoating is required on all metal surfaces exposed to road splash.			
9.4	Backup alarm shall be installed.			
9.5	Wheelbase shall be the appropriate to accommodate exhaust, head board, crane and dump body.			
10.0	<u>Wheels and tires</u>	YES	NO	EXCEPTIONS
10.1	Grade 8 studs.			
10.2	Steel hub piloted disc wheels.			
10.3	11R 22.5 tubeless radial tires with all season traction tread. (Goodyear G164 RTD or equal)			
10.4	All tires to be of the appropriate weight rating for the equipment when fully loaded.			

11.0	<u>Electrical System:</u>	Comply		EXCEPTIONS
		YES	NO	
11.1	12 volt system.			
11.2	Heavy duty alternator, minimum of 130 amps.			
11.3	Heavy duty maintenance-free batteries, compatible with engine, are required. State CCA.			
11.4	Heavy duty starter.			
11.5	Must conform to all ICC lights specification.			
12.0	<u>Paint:</u>	YES	NO	EXCEPTIONS
12.1	Manufacturer's standard white.			
14.0	<u>Front Axle:</u>	YES	NO	EXCEPTIONS
14.1	Shock absorbers required.			
14.2	Minimum 12,000 pound rating.			
14.3	The front suspension, at the ground, must equal or exceed the rated axle capacity. State Capacity.			
15.0	<u>Rear Axle:</u>	YES	NO	EXCEPTIONS
15.1	Minimum 21,000 pound rating.			
15.2	Single speed, single reduction.			
15.3	Rear axle ratio to be geared to negotiate at least a 19% grade with rated GVWR.			

		Comply		
		YES	NO	EXCEPTIONS
15.4	Vehicle must be able to maintain at least 50 MPH on a maximum grade of 2% at full load.			
15.5	Shock absorbers required.			
15.6	Lubricant shall be Mobil synthetic or equivalent.			
15.7	The rear suspension, at the ground, must equal or exceed the rated axle capacity. State total capacity.			
17.0	<u>Trailer Package:</u>	YES	NO	EXCEPTIONS
17.1	7 pin and 6 pin trailer plugs shall be installed at rear of truck.			
17.2	20 ton combination ball/pintle hitch for trailers shall be installed at rear of truck.			
17.3	Hitch mounting shall include any fabrication of brackets needed.			
17.4	Electric brake controller shall be installed.			
17.5	Trailer air brakes system with glad hands at rear of truck shall be installed.			
18.0	<u>PTO/Hydraulic Pump:</u>	YES	NO	EXCEPTIONS
18.1	PTO shall be transmission mounted / electric shift with a minimum rating of 13 GPM.			

		Comply		EXCEPTIONS
		YES	NO	
18.2	Hydraulic system shall be equipped with return and high pressure filters			
18.3	Hydraulic fluid reservoir shall be side mounted and have a minimum capacity of 29 gallons.			
19.0	<u>Inspection and Acceptance:</u>	YES	NO	EXCEPTIONS
19.1	The inspection and acceptance of all units will be held jointly by the Equipment Management Division and the Ultimate Consignee.			
19.2	Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to City personnel concerned or provide a schedule whereby the manufacturer provides such training locally. Any training cost must be borne by the bidder.			
20.0	<u>Body:</u>	YES	NO	EXCEPTIONS
20.1	Truck body shall consist of a headboard mounted behind cab, crane mounted behind headboard, a 14' dump body to be mounted behind crane, and tool boxes mounted underneath the dump body.			

		Comply		EXCEPTIONS
		YES	NO	
20.2	Crane, dump body, headboard, and tool boxes shall all be white to match cab color.			
20.3	Undercoating is required on all metal surfaces exposed to road splash.			
20.4	Headboard shall be constructed of a steel frame with expanded metal.			
20.5	The headboard shall extend over the top of the cab.			
20.6	A hydraulic knuckle boom crane shall be installed on the truck body behind the headboard.			
20.7	Design and strength calculation shall be in accordance with din 15018 sheet 3, H1-B3.			
20.8	Crane shall have a minimum total horizontal reach of 25 feet.			
20.9	Each boom extension shall be one piece of high strength steel six sided with one welded seam.			
20.10	One individual cylinder for each section shall be provided.			
20.12	Extension cylinders shall be internally ported to supply oil to the next extension.			
20.13	Pipes shall connect one extension cylinder to the next.			

		Comply		EXCEPTIONS
		YES	NO	
20.14	Extension boom section shall be sequenced where required.			
20.15	Extension system shall utilize the return oil for increased boom extension speeds.			
20.16	Extension system shall have self lubricating guide pads that do not require greasing.			
20.17	Extension cylinders shall be mounted at the gland end and be supported at an intermediate point to minimize rod deflection.			
20.18	Extension cylinder guides shall have self lubricating guide blocks that do not require greasing.			
20.19	Main and outer boom shall be equipped with torque equalizing linkage.			
20.20	Outer boom shall lock in transport position.			
20.21	Main boom shall set in boom rest in transport position.			
20.22	All brackets shall be protected with a Chrome-VI free process.			
20.23	Crane shall have a maximum lifting moment equal to or greater than 79,590 ft./lbs.			
20.24	Crane weight shall not to exceed 3,200 lbs.			

		Comply		EXCEPTIONS
		YES	NO	
20.25	Crane shall have a minimum 3,000 pound capacity rating at a 25 foot reach.			
20.26	Crane shall have a minimum 6,250 pound capacity rating at a 12 foot reach.			
20.27	Crane shall have a minimum 12,250 pound capacity rating at a 6 foot reach.			
20.28	Crane boom shall be equipped with a hydraulic winch.			
20.29	Piston motor winch shall be provided with a minimum 5,500 lb capacity at first layer.			
20.30	Minimum line speed shall be 170 feet per minute.			
20.31	Winch shall be mounted to bottom side of the outer boom.			
20.32	Winch shall be equipped with 170' of 3/8" rotation resistant wire rope			
20.33	Winch must be equipped with an integral anti-two block system. (Boom tip switch not acceptable)			
20.34	Overload protection shall stop all load raising movements when winch has reached maximum capacity.			

		Comply		EXCEPTIONS
		YES	NO	
20.35	Winch shall be equipped with an end layering system to prevent over payout of wire rope.			
20.36	Single line down weight shall be supplied.			
20.37	Two part hook block for increased capacity shall be supplied.			
20.38	Crane shall have a minimum of 400 degrees of rotation with a minimum of 9,400 ft./lbs. net rotation torque..			
20.39	Controls shall include a minimum of operator's controls from both sides of the crane and radio remote control.			
20.40	Crane column shall be equipped with grease able rotation bearings			
20.41	Rack and pinion rotation gears shall be machined steel			
20.42	Rack and pinion shall be equipped with grease fittings			
20.43	Crane shall be equipped with a factory approved and installed Hetronic 6 function wireless fully proportional remote control with capacity alert meter or equal.			
20.44	Remote control shall be equipped multiple settings for speed control			

		Comply		EXCEPTIONS
		YES	NO	
20.45	Each direction of each function shall have adjustable full stroke control on all speed channels			
20.46	Remote shall have an integral capacity alert meter to show the percentage of capacity being lifted from a minimum range of 60 to 100%.			
20.47	Battery charger shall be mounted inside cab			
20.48	A backup connection wire shall be provided to supply transmitter with power and eliminate radio signal in the event of battery failure or radio interference			
20.49	A minimum of two rechargeable batteries shall be provided			
20.50	An emergency stop button shall be provided on the radio remote handset to stop the flow of oil to the control sections of the valve			
20.51	A diagnostics read-out shall be provided on the crane to show the operator and maintenance personnel information on the remote control operation			
20.52	Remote control system information shall be stored in a history for maintenance personnel			

		Comply		EXCEPTIONS
		YES	NO	
20.53	1 additional transmitter shall be provided			
20.54	Crane shall have outriggers installed with a minimum spread of 16'.			
20.55	Outriggers shall be powered by hydraulics for outward and downward movement.			
20.56	Outrigger beam system shall have adjustable side guides in the crane base.			
20.57	9" stabilizer plates with 10 degree tilting capability in all directions shall remain fixed to leg for transport			
20.58	Outrigger leg cylinder hoses shall be routed on top of the beams for maximum protection.			
20.59	Outrigger legs shall be equipped with pilot operated check valves.			
20.60	Outrigger controls shall be located so that the outrigger being operated is in clear view of the operator.			
20.61	An electric diverter shall isolate crane and outrigger controls from simultaneous operation.			
20.62	A bubble level equipped with visibility mirror shall be installed at each outrigger control station.			

		Comply		EXCEPTIONS
		YES	NO	
20.63	Outrigger legs shall have a wrap around L.E.D. warning light.			
20.64	Crane shall operate at 5,075 psi. / 11.9 to 15.9 GPM.			
20.65	The Danfoss control valve shall be located at a ground control station on one side.			
20.66	Control station shall be illuminated by L.E.D lighting			
20.67	Crane function labels shall be back lit with L.E.D. Lighting.			
20.68	Full capacity curve load chart shall be provided for specific boom version at control station.			
20.69	Steel lines shall be used where possible.			
20.70	All steel lines and fittings shall be protected with a Chrome-VI free process.			
20.71	All hoses and steel lines shall be equipped with JIC fittings.			
20.72	All hoses on column shall be routed through a flexible covering.			
20.73	Load holding valves shall be incorporated into the rotation, main boom lift, outer boom lift, and extension boom systems.			

		Comply		EXCEPTIONS
		YES	NO	
20.74	Crane shall be attached to the chassis using 4 mounting points			
20.75	Crane base shall have a mounting balance to equalize force on both chassis frame rails			
20.76	Crane shall be mounted behind the cab on top of a riser frame			
20.77	The installed unit shall have spacers installed between the truck chassis flanges to avoid crushing or distorting the frame rails			
20.78	Means shall be provided to assure that the frame rail spacers do not fall out in case the mounting studs loosen up			
20.79	Prior to painting, crane components shall be shot-blasted			
20.80	Crane components shall be prepared with an emersion process zinc phosphate			
20.81	Painted components shall be primed by a KTL dip process to insure complete rust protection inside and out			
20.82	Crane shall be finished by a baked finish with salt and ultraviolet protection to prevent fading in all weather conditions			
20.83	Dump body shall be installed behind crane.			

		Comply		EXCEPTIONS
		YES	NO	
20.84	Dump body controls shall be mounted in the cab of the truck within easy reach of the driver.			
20.85	Dump body shall be powered by truck hydraulic system.			
20.86	The dump body shall be a minimum of 14 feet long with cross braces on 12 inch centers.			
20.87	The floor of the dump body shall be constructed of a minimum of 3/16" plate steel.			
20.88	The entire floor of the dump body shall be flat.			
20.89	The sides of the dump body shall be approximately 52" tall.			
20.90	The sides of the dump body shall be constructed of a minimum of 10 gauge steel.			
20.91	The sides of the dump body shall be reinforced.			
20.92	The dump body hoist shall be fitted with a minimum of one double acting cylinder.			
20.93	The dump body shall be approximately 96" wide.			
20.94	The dump body and hoist shall have a minimum rating of 10 tons at a 45 degree dump angle.			

		Comply		EXCEPTIONS
		YES	NO	
20.95	Rear wheel splash guards shall be installed on the frame or dump body.			
20.96	A two step flex type ladder shall be installed on the right rear of the dump body approximately 20" tall by 17" wide.			
20.97	All D.O.T. required lighting shall be installed on dump body.			
20.98	No tailgate shall be installed on dump body.			
20.99	No tarp system shall be installed on dump body.			
20.100	Locking tool boxes shall be installed on both sides of the truck.			
20.101	Each tool box shall be approximately 52" long by 23" tall by 18" deep and constructed of aluminum.			
20.102	Each box shall be attached to the frame with brackets to the distance needed to make front of tool box flush with dump body.			
21.0	<u>Accessories:</u>	YES	NO	EXCEPTIONS
21.1	Six (6) sets of keys will be furnished.			
	Six (6) sets of all toolbox or locking cabinet keys will be furnished.			
21.2	North Carolina State Inspection.			

		Comply		
		YES	NO	EXCEPTIONS
21.3	Two amber beacon lights shall be installed on top of truck cab.			
21.4	Corner strobe lights shall be installed on four corners of truck.			
21.5	A Warn model #16.5ti winch or equivalent shall be installed to or in front bumper of truck.			
22.0	<u>Delivery:</u>	YES	NO	EXCEPTIONS
22.1	Delivery shall be scheduled and made to the Equipment Management Division 115 S. Dwelle St. Charlotte NC 28208 or a selected body installer. Call 704-336-4614 for arrangements.			
22.2	Vehicle to be delivered with full tank(s) of fuel.			
22.3	Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to City personnel. At a minimum, training shall consist of one full day (8 hours minimum) of onsite operator training and one full day (8 hours minimum) of onsite repair and maintenance training. Any training cost must be borne by the bidder.			

23.0	<u>Invoicing:</u>	Comply		EXCEPTIONS
		YES	NO	
23.1	All items outlined shall be delivered to the Administrative Office, 115 S. Dwelle St. Charlotte NC 28208 on or before the delivery of the truck.			
	Billing Invoice shall be sent to City of Charlotte Accounts Payable 600 East Forth St. Charlotte NC 28202-2848			
23.2	Successful bidders will be responsible to furnish the following materials upon delivery:			
	(1) Dealer invoice.			
	(1) MSO/Certificate of origin.			
	(1) MVR-1 Title application.			
	(1) MVR-180 mileage/odometer statement.			
	(1) Copy of P.O. Issued to vendor.			
	(1) Warranty card or booklet per vehicle.			
	(1) Copy of manufacturer build sheet per vehicle.			
	(3) Copy of operator's manual per vehicle for both chassis and crane.			
	(3) Copy of maintenance and troubleshooting manuals per vehicle for both chassis and crane.			
	(3) Copy of parts manuals per vehicle for both chassis and crane.			
24.0	<u>Warranty:</u>	YES	NO	EXCEPTIONS
24.1	State warranty for chassis:			

		Comply		EXCEPTIONS
		YES	NO	
24.2	State warranty for powertrain:			
24.3	State warranty for crane:			
24.4	Due to the complexity of this equipment and high service demands placed on it, complete parts and warranty service must be available within the Charlotte/Mecklenburg County area. State the name and location of service representative.			
	State name and location:			
	State any additional warranty offered and cost <u>NOT</u> included in bid or quote:			
25.0	<u>OSHA:</u>	YES	NO	EXCEPTIONS
25.1	All units must meet all State and Federal OSHA regulations published.			
HTRCCD.33			Revised	02/17/2009

ITEM #3 - COMPACT PICKUP TRUCK

LTRC.COM	Req#			
Requirements:				
_____ Compact regular cab pickup truck type vehicle, as specified for:				
City of Charlotte				
The unit required shall be the latest current model in production and shall have all standard equipment ordinarily furnished on such models, including the following:				
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>				
		COMPLY		
5.0	<u>Cab:</u>	YES	NO	EXCEPTIONS
5.1	Vehicle shall have a two door steel body with rear pickup bed.			
5.2	Sun visors on both sides shall be provided.			
5.3	Vehicle shall be equipped with two speed electronic intermittent windshield wiper control and windshield washers.			
5.4	Vehicle shall be equipped with non-glare interior rear-view mirror and remote control exterior mirrors on left and right side.			
5.5	Vehicle shall be equipped with bench type front seat.			
	Seats shall have vinyl upholstery.			
5.6	Vehicle shall be equipped with power steering.			

		COMPLY		EXCEPTIONS
		YES	NO	
5.7	Vehicle shall be equipped with a ceiling mounted dome light.			
5.8	Vehicle shall be equipped with factory installed air conditioning.			
5.9	A minimum of am/fm radio shall be installed in the vehicle.			
5.10	Vehicle shall be equipped with a headlights on warning.			
5.11	Inside hood release shall be provided.			
5.12	Driver and passenger supplemental restraints shall be included.			
5.13	Vehicle shall be equipped with day time running lights.			
5.14	Windshield and window glass shall be tinted safety glass.			
5.15	Vehicle shall be equipped with power windows.			
5.16	Vehicle shall be equipped with power door locks.			
5.17	Vehicle shall be equipped with remote keyless entry.			
6.0	<u>Engine:</u>	YES	NO	EXCEPTIONS
6.1	Vehicle shall be equipped with a minimum 3.5 liter gasoline powered engine.			

		COMPLY		
		YES	NO	EXCEPTIONS
6.2	Engine shall have a minimum 200 horsepower rating.			
6.3	Vehicle shall meet all current EPA emission standards.			
7.0	<u>Transmission:</u>	YES	NO	EXCEPTIONS
7.1	Vehicle shall be equipped with a minimum four speed automatic transmission.			
8.0	<u>Brakes:</u>	YES	NO	EXCEPTIONS
8.1	Vehicle shall be equipped with power assisted brakes.			
8.2	Vehicle shall be equipped with four wheel anti-lock brake system.			
8.3	Brake linings shall not contain asbestos material.			
9.0	<u>Chassis:</u>	YES	NO	EXCEPTIONS
9.1	Spray in bed liner shall be installed in pickup bed of truck.			
9.2	Aluminum single lid locking toolbox shall be installed in pickup bed.			
9.3	Towing package with hitch shall be installed.			

		Comply		
10.0	<u>Tires and Wheels:</u>	YES	NO	EXCEPTIONS
10.1	Manufacturer's standard 15" BSW radial tires with full wheel covers or alloy wheels.			
10.2	Spare tire and rim shall be furnished.			
11.0	<u>Electrical System:</u>	YES	NO	EXCEPTIONS
11.1	Vehicle shall be equipped with a 12 volt electrical system.			
12.0	<u>Paint:</u>	YES	NO	EXCEPTIONS
12.1	Color shall be white.			
19.0	<u>Inspection and Acceptance:</u>	YES	NO	EXCEPTIONS
19.1	The inspection and acceptance of all units will be held jointly by the Equipment Management Division and the Ultimate Consignee.			
19.2	Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to City personnel concerned or provide a schedule whereby the manufacturer provides such training locally. Any training cost must be borne by the bidder.			

		COMPLY		
21.0	<u>Accessories:</u>	YES	NO	EXCEPTIONS
21.1	Six (6) sets of keys shall be furnished.			
	Six (6) sets of toolbox keys shall be furnished.			
	Two (2) remote keyless entry key fobs shall be furnished.			
21.2	North Carolina State Inspection.			
21.3	List price difference for four wheel drive with transfer case and skid plates			
22.0	<u>Delivery:</u>	YES	NO	EXCEPTIONS
22.1	Delivery shall be scheduled and made to the Equipment Management Division 115 S. Dwelle St, Charlotte, NC 28208, Call 704-336-4614 for arrangements.			
22.2	Vehicle shall be delivered with full tank of fuel.			
23.0	<u>Invoicing:</u>	YES	NO	EXCEPTIONS
23.1	All items outlined shall be delivered to the Administrative Office, 115 S. Dwelle St. Charlotte, NC 28208 on or before the delivery of the vehicle.			

		COMPLY		EXCEPTIONS
		YES	NO	
	Billing Invoice shall be sent to City of Charlotte Accounts Payable 600 East Forth St. Charlotte NC 28202-2848			
23.2	Successful bidders will be responsible to furnish the following materials upon delivery:			
	(1) Dealer invoice.			
	(1) MSO/Certificate of origin.			
	(1) MVR-1 Title application.			
	(1) MVR-180 mileage/odometer statement			
	(1) Copy of the P.O. issued to vendor.			
	(1) Warranty card or booklet per vehicle.			
	(1) Copy of manufacturer build sheet per vehicle.			
	(4) Copies of the owner manual to be delivered with first vehicle of the model year, one (1) copy of the owner manual to be delivered with each vehicle thereafter.			
	(4) Copies of factory service information manual (printed or on CD) to be delivered with the first vehicle of the model year, none required thereafter.			

		COMPLY		
24.0	<u>Warranty:</u>	YES	NO	EXCEPTIONS
24.1	State warranty.			
24.2	State any additional warranty offered and cost NOT included in bid or quote.			
CTRC.MC			Revised	02/24/2009

ITEM #4 - EXTENDED CAB COMPACT PICKUP TRUCK

LTEC.COM	Req#			
Requirements:				
_____ Compact extended cab pickup truck type vehicle, as specified for:				
City of Charlotte				
The unit required shall be the latest current model in production and shall have all standard equipment ordinarily furnished on such models, including the following:				
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>				
		COMPLY		
5.0	<u>Cab:</u>	YES	NO	EXCEPTIONS
5.1	Vehicle shall have a minimum two door extended cab steel body with rear pickup bed.			
5.2	Sun visors on both sides shall be provided.			
5.3	Vehicle shall be equipped with two speed electronic intermittent windshield wiper control and windshield washers.			
5.4	Vehicle shall be equipped with non-glare interior rear-view mirror and remote control exterior mirrors on left and right side.			
5.5	Vehicle shall be equipped with split bench type front seat.			
	Seats shall have vinyl upholstery.			
5.6	Vehicle shall be equipped with			

	power steering.			
		COMPLY		
		YES	NO	EXCEPTIONS
5.7	Vehicle shall be equipped with a ceiling mounted dome light.			
5.8	Vehicle shall be equipped with factory installed air conditioning.			
5.9	A minimum of am/fm radio shall be installed in the vehicle.			
5.10	Vehicle shall be equipped with a headlights on warning.			
5.11	Inside hood release shall be provided.			
5.12	Driver and passenger supplemental restraints shall be included.			
5.13	Vehicle shall be equipped with day time running lights.			
5.14	Windshield and window glass shall be tinted safety glass.			
5.15	Vehicle shall be equipped with power windows.			
5.16	Vehicle shall be equipped with power door locks.			
5.17	Vehicle shall be equipped with remote keyless entry.			
6.0	<u>Engine:</u>	YES	NO	EXCEPTIONS
6.1	Vehicle shall be equipped with a minimum 3.5 liter gasoline powered engine.			

		COMPLY		
		YES	NO	EXCEPTIONS
6.2	Engine shall have a minimum 200 horsepower rating.			
6.3	Vehicle shall meet all current EPA emission standards.			
7.0	<u>Transmission:</u>	YES	NO	EXCEPTIONS
7.1	Vehicle shall be equipped with a minimum four speed automatic transmission.			
8.0	<u>Brakes:</u>	YES	NO	EXCEPTIONS
8.1	Vehicle shall be equipped with power assisted brakes.			
8.2	Vehicle shall be equipped with four wheel anti-lock brake system.			
8.3	Brake linings shall not contain asbestos material.			
9.0	<u>Chassis:</u>	YES	NO	EXCEPTIONS
9.1	Spray in bed liner shall be installed in pickup bed of truck.			
9.2	Aluminum single lid locking toolbox shall be installed in pickup bed .			
9.3	Towing package with hitch shall be installed.			

		COMPLY		
10.0	<u>Tires and Wheels:</u>	YES	NO	EXCEPTIONS
10.1	Manufacturer's standard 15" BSW radial tires with full wheel covers or alloy wheels.			
10.2	Full size spare tire and rim shall be furnished.			
		COMPLY		
11.0	<u>Electrical System:</u>	YES	NO	EXCEPTIONS
11.1	Vehicle shall be equipped with a 12 volt electrical system.			
12.0	<u>Paint:</u>	YES	NO	EXCEPTIONS
12.1	Color shall be white.			
19.0	<u>Inspection and Acceptance:</u>	YES	NO	EXCEPTIONS
19.1	The inspection and acceptance of all units will be held jointly by the Equipment Management Division and the Ultimate Consignee.			
19.2	Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to City personnel concerned or provide a schedule whereby the manufacturer provides such training locally. Any training cost must be borne by the bidder.			

		COMPLY		
21.0	<u>Accessories:</u>	YES	NO	EXCEPTIONS
21.1	Six (6) sets of keys shall be furnished.			
	Six (6) sets of toolbox keys shall be furnished.			
	Two (2) remote keyless entry key fobs shall be furnished.			
21.2	North Carolina State Inspection.			
21.3 Optional	List price difference for four wheel drive with transfer case and skid plates			
22.0	<u>Delivery:</u>	YES	NO	EXCEPTIONS
22.1	Delivery shall be scheduled and made to the Equipment Management Division 115 S. Dwelle St, Charlotte, NC 28208, Call 704-336-4614 for arrangements.			
22.2	Vehicle shall be delivered with full tank of fuel.			
23.0	<u>Invoicing:</u>	YES	NO	EXCEPTIONS
23.1	All items outlined shall be delivered to the Administrative Office, 115 S. Dwelle St. Charlotte, NC 28208 on or before the delivery of the vehicle.			

		COMPLY		EXCEPTIONS
		YES	NO	
	Billing Invoice shall be sent to City of Charlotte Accounts Payable 600 East Forth St. Charlotte NC 28202-2848			
23.2	Successful bidders will be responsible to furnish the following materials upon delivery:			
	(1) Dealer invoice.			
	(1) MSO/Certificate of origin.			
	(1) MVR-1 Title application.			
	(1) MVR-180 mileage/odometer statement			
	(1) Copy of the P.O. issued to vendor.			
	(1) Warranty card or booklet per vehicle.			
	(1) Copy of manufacturer build sheet per vehicle.			
		COMPLY		
11.0	<u>Electrical System:</u>	YES	NO	EXCEPTIONS
	(4) Copies of the owner manual to be delivered with first vehicle of the model year, one (1) copy of the owner manual to be delivered with each vehicle thereafter.			
	(4) Copies of factory service information manual (printed or on CD) to be delivered with the first vehicle of the model year, none required thereafter.			

		COMPLY		
24.0	<u>Warranty:</u>	YES	NO	EXCEPTIONS
24.1	State warranty.			
24.2	State any additional warranty offered and cost NOT included in bid or quote.			
CTEC.MC			Revised	02/24/2009

ITEM #5 - REGULAR CAB ½ TON PICKUP TRUCK

LTRC.15	Req#			
Requirements:				
_____1/2 ton full size pickup truck with regular cab type vehicle, as specified for:				
City of Charlotte				
The unit required shall be the latest current model in production and shall have all standard equipment ordinarily furnished on such models, including the following:				
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>				
		COMPLY		
5.0	<u>Cab:</u>	YES	NO	EXCEPTIONS
5.1	Truck shall have a regular cab.			
5.2	Sun visors on both sides shall be provided.			
5.3	Vehicle shall be equipped with two speed electronic intermittent windshield wiper control and windshield washers.			
5.4	Vehicle shall be equipped with non-glare interior rear-view mirror and remote control exterior trailer towing mirrors on left and right side.			
5.5	Vehicle shall be equipped with bench type front seat. Vinyl seat upholstery and vinyl flooring, to be selected from standard manufacturer's neutral colors.			
5.6	Vehicle shall be equipped with power steering.			

		COMPLY		EXCEPTIONS
		YES	NO	
5.7	Vehicle shall be equipped with a ceiling mounted dome light.			
5.8	Vehicle shall be equipped with factory installed air conditioning.			
5.9	A minimum of am/fm radio shall be installed in the vehicle.			
5.10	Vehicle shall be equipped with a headlights on warning.			
5.11	Inside hood release shall be provided.			
5.12	Driver and passenger supplemental restraints shall be included.			
5.13	Vehicle shall be equipped with day time running lights.			
5.14	Windshield and window glass shall be tinted safety glass.			
5.15	Vehicle shall be equipped with power windows.			
5.16	Vehicle shall be equipped with power door locks.			
5.17	Vehicle shall be equipped with remote keyless entry.			
6.0	<u>Engine:</u>	YES	NO	EXCEPTIONS
6.1	Vehicle shall be equipped with a minimum 8-cylinder gasoline powered engine.			

		COMPLY		EXCEPTIONS
		YES	NO	
6.2	Engine shall have a minimum 290 horsepower rating.			
6.3	Vehicle shall meet all current EPA emission standards.			
6.4	Heavy duty cooling system shall be installed.			
7.0	<u>Transmission:</u>	YES	NO	EXCEPTIONS
7.1	Vehicle shall be equipped with a minimum four speed automatic transmission.			
7.2	Transmission shall be equipped with an auxiliary oil cooler.			
8.0	<u>Brakes:</u>	YES	NO	EXCEPTIONS
8.1	Vehicle shall be equipped with power assisted brakes.			
8.2	Vehicle shall be equipped with four wheel anti-lock brake system.			
8.3	Brake linings shall not contain asbestos material.			
9.0	<u>Chassis:</u>	YES	NO	EXCEPTIONS
9.1	Vehicle shall be equipped with safety step rear bumper.			
9.2	Pickup bed shall be a minimum of 8' long.			
9.3	Spray-in bed liner shall be installed.			

		COMPLY		EXCEPTIONS
		YES	NO	
9.4	Vehicle shall be equipped with trailer tow package with hitch.			
10.0	<u>Tires and Wheels:</u>	YES	NO	EXCEPTIONS
10.1	Manufacturer's standard BSW radial tires with full wheel covers or alloy wheels.			
10.2	Wheels shall be a minimum of 17" in diameter.			
10.3	Full size spare tire and rim shall be furnished.			
11.0	<u>Electrical System:</u>	YES	NO	EXCEPTIONS
11.1	Vehicle shall be equipped with a 12 volt electrical system.			
12.0	<u>Paint:</u>	YES	NO	EXCEPTIONS
12.1	Color shall be white.			
19.0	<u>Inspection and Acceptance:</u>	YES	NO	EXCEPTIONS
19.1	The inspection and acceptance of all units will be held jointly by the Equipment Management Division and the Ultimate Consignee.			

		COMPLY		EXCEPTIONS
		YES	NO	
19.2	Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to City personnel concerned or provide a schedule whereby the manufacturer provides such training locally. Any training cost must be borne by the bidder.			
21.0	<u>Accessories:</u>	YES	NO	EXCEPTIONS
21.1	Six (6) sets of keys shall be furnished.			
	Two (2) remote keyless entry key fobs shall be furnished.			
21.2	North Carolina State Inspection.			
21.3 Optional	List price difference for four wheel drive and transfer case installed with skid plates.			
22.0	<u>Delivery:</u>	YES	NO	EXCEPTIONS
22.1	Delivery shall be scheduled and made to the Equipment Management Division 115 S. Dwelle St, Charlotte, NC 28208, Call 704-336-4614 for arrangements.			
22.2	Vehicle shall be delivered with full tank of fuel.			

23.0	<u>Invoicing:</u>	COMPLY		EXCEPTIONS
		YES	NO	
23.1	All items outlined shall be delivered to the Administrative Office, 115 S. Dwelle St. Charlotte, NC 28208 on or before the delivery of the vehicle.			
	Billing Invoice shall be sent to City of Charlotte Accounts Payable 600 East Forth St. Charlotte NC 28202-2848			
23.2	Successful bidders will be responsible to furnish the following materials upon delivery:			
	(1) Dealer invoice.			
	(1) MSO/Certificate of origin.			
	(1) MVR-1 Title application.			
	(1) MVR-180 mileage/odometer statement			
	(1) Copy of the P.O. issued to vendor.			
	(1) Warranty card or booklet per vehicle.			
	(1) Copy of manufacturer build sheet per vehicle.			
	(4) Copies of the owner manual to be delivered with first vehicle of the model year, one (1) copy of the owner manual to be delivered with each vehicle thereafter.			
	(4) Copies of factory service information manual (printed or on CD) to be delivered with the first vehicle of the model year, none required thereafter.			

		COMPLY		
24.0	<u>Warranty:</u>	YES	NO	EXCEPTIONS
24.1	State warranty.			
24.2	State any additional warranty offered and cost NOT included in bid or quote.			
LTRC.15			Revised	02/24/2009

ITEM #6 EXTENDED CAB ½ TON PICKUP TRUCK

LTEC.15	Req#			
Requirements:				
_____ 1/2 ton full size pickup truck with extended cab type vehicle, as specified for:				
City of Charlotte				
The unit required shall be the latest current model in production and shall have all standard equipment ordinarily furnished on such models, including the following:				
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>				
		COMPLY		
5.0	<u>Cab:</u>	YES	NO	EXCEPTIONS
5.1	Truck shall have an extended cab and four doors.			
5.2	Sun visors on both sides shall be provided.			
5.3	Vehicle shall be equipped with two speed electronic intermittent windshield wiper control and windshield washers.			
5.4	Vehicle shall be equipped with non-glare interior rear-view mirror and remote control exterior trailer towing mirrors on left and right side.			
5.5	Vehicle shall be equipped with bench type front and rear seats. Vinyl seat upholstery and vinyl flooring, to be selected from standard manufacturer's neutral colors.			

		COMPLY		EXCEPTIONS
		YES	NO	
5.6	Vehicle shall be equipped with power steering.			
5.7	Vehicle shall be equipped with a ceiling mounted dome light.			
5.8	Vehicle shall be equipped with factory installed air conditioning.			
5.9	A minimum of am/fm radio shall be installed in the vehicle.			
5.10	Vehicle shall be equipped with a headlights on warning.			
5.11	Inside hood release shall be provided.			
5.12	Driver and passenger supplemental restraints shall be included.			
5.13	Vehicle shall be equipped with day time running lights.			
5.14	Windshield and window glass shall be tinted safety glass.			
5.15	Vehicle shall be equipped with power windows.			
5.16	Vehicle shall be equipped with power door locks.			
5.17	Vehicle shall be equipped with remote keyless entry.			

		COMPLY		
6.0	<u>Engine:</u>	YES	NO	EXCEPTIONS
6.1	Vehicle shall be equipped with a minimum 8-cylinder gasoline powered engine.			
6.2	Engine shall have a minimum 290 horsepower rating.			
6.3	Vehicle shall meet all current EPA emission standards.			
6.4	Heavy duty cooling system shall be installed.			
7.0	<u>Transmission:</u>	YES	NO	EXCEPTIONS
7.1	Vehicle shall be equipped with a minimum four speed automatic transmission.			
7.2	Transmission shall be equipped with an auxiliary oil cooler.			
8.0	<u>Brakes:</u>	YES	NO	EXCEPTIONS
8.1	Vehicle shall be equipped with power assisted brakes.			
8.2	Vehicle shall be equipped with four wheel anti-lock brake system.			
8.3	Brake linings shall not contain asbestos material.			

		COMPLY		
9.0	<u>Chassis:</u>	YES	NO	EXCEPTIONS
9.1	Vehicle shall be equipped with safety step rear bumper.			
9.2	Pickup bed shall be a minimum of 6' long.			
9.3	Spray-in bed liner shall be installed.			
9.4	Vehicle shall be equipped with trailer tow package with hitch.			
10.0	<u>Tires and Wheels:</u>	YES	NO	EXCEPTIONS
10.1	Manufacturer's standard BSW radial tires with full wheel covers or alloy wheels.			
10.2	Wheels shall be a minimum of 17" in diameter.			
10.3	Full size spare tire and rim shall be furnished.			
11.0	<u>Electrical System:</u>	YES	NO	EXCEPTIONS
11.1	Vehicle shall be equipped with a 12 volt electrical system.			
12.0	<u>Paint:</u>	YES	NO	EXCEPTIONS
12.1	Color shall be white.			
19.0	<u>Inspection and Acceptance:</u>	YES	NO	EXCEPTIONS
19.1	The inspection and acceptance of all units will be held jointly by the Equipment Management Division and the Ultimate Consignee.			

		COMPLY		
		YES	NO	EXCEPTIONS
19.2	Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to City personnel concerned or provide a schedule whereby the manufacturer provides such training locally. Any training cost must be borne by the bidder.			
21.0	<u>Accessories:</u>	YES	NO	EXCEPTIONS
21.1	Six (6) sets of keys shall be furnished.			
	Two (2) remote keyless entry key fobs shall be furnished.			
21.2	North Carolina State Inspection.			
21.3 Optional	List price difference for four wheel drive and transfer case installed with skid plates.			
22.0	<u>Delivery:</u>	YES	NO	EXCEPTIONS
22.1	Delivery shall be scheduled and made to the Equipment Management Division 115 S. Dwelle St, Charlotte, NC 28208, Call 704-336-4614 for arrangements.			
22.2	Vehicle shall be delivered with full tank of fuel.			

23.0	<u>Invoicing:</u>	YES	NO	EXCEPTIONS
23.1	All items outlined shall be delivered to the Administrative Office, 115 S. Dwelle St. Charlotte, NC 28208 on or before the delivery of the vehicle.			
	Billing Invoice shall be sent to City of Charlotte Accounts Payable 600 East Forth St. Charlotte NC 28202-2848			
23.2	Successful bidders will be responsible to furnish the following materials upon delivery:			
	(1) Dealer invoice.			
	(1) MSO/Certificate of origin.			
	(1) MVR-1 Title application.			
	(1) MVR-180 mileage/odometer statement			
	(1) Copy of the P.O. issued to vendor.			
	(1) Warranty card or booklet per vehicle.			
	(1) Copy of manufacturer build sheet per vehicle.			
	(4) Copies of the owner manual to be delivered with first vehicle of the model year, one (1) copy of the owner manual to be delivered with each vehicle thereafter.			

		COMPLY		
		YES	NO	EXCEPTIONS
	(4) Copies of factory service information manual (printed or on CD) to be delivered with the first vehicle of the model year, none required thereafter.			
24.0	<u>Warranty:</u>	YES	NO	EXCEPTIONS
24.1	State warranty.			
24.2	State any additional warranty offered and cost NOT included in bid or quote.			
LTEC.15			Revised	02/24/2009

ITEM #7 - CREW CAB ½ TON PICKUP TRUCK

LTCC.15	Req#			
Requirements:				
_____1/2 ton full size pickup truck with crew cab type vehicle, as specified for:				
City of Charlotte				
The unit required shall be the latest current model in production and shall have all standard equipment ordinarily furnished on such models, including the following:				
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>				
		COMPLY		
5.0	<u>Cab:</u>	YES	NO	EXCEPTIONS
5.1	Truck shall have an extended cab and four full size doors.			
5.2	Sun visors on both sides shall be provided.			
5.3	Vehicle shall be equipped with two speed electronic intermittent windshield wiper control and windshield washers.			
5.4	Vehicle shall be equipped with non-glare interior rear-view mirror and remote control exterior trailer towing mirrors on left and right side.			
5.5	Vehicle shall be equipped with bench type front and rear seats. Vinyl seat upholstery and vinyl flooring, to be selected from standard manufacturer's neutral colors.			

		COMPLY		EXCEPTIONS
		YES	NO	
5.6	Vehicle shall be equipped with power steering.			
5.7	Vehicle shall be equipped with a ceiling mounted dome light.			
5.8	Vehicle shall be equipped with factory installed air conditioning.			
5.9	A minimum of am/fm radio shall be installed in the vehicle.			
5.10	Vehicle shall be equipped with a headlights on warning.			
5.11	Inside hood release shall be provided.			
5.12	Driver and passenger supplemental restraints shall be included.			
5.13	Vehicle shall be equipped with day time running lights.			
5.14	Windshield and window glass shall be tinted safety glass.			
5.15	Vehicle shall be equipped with power windows.			
5.16	Vehicle shall be equipped with power door locks.			
5.17	Vehicle shall be equipped with remote keyless entry.			

		COMPLY		
6.0	<u>Engine:</u>	YES	NO	EXCEPTIONS
6.1	Vehicle shall be equipped with a minimum 8-cylinder gasoline powered engine.			
6.2	Engine shall have a minimum 290 horsepower rating.			
6.3	Vehicle shall meet all current EPA emission standards.			
6.4	Heavy duty cooling system shall be installed.			
7.0	<u>Transmission:</u>	YES	NO	EXCEPTIONS
7.1	Vehicle shall be equipped with a minimum four speed automatic transmission.			
7.2	Transmission shall be equipped with an auxiliary oil cooler.			
8.0	<u>Brakes:</u>	YES	NO	EXCEPTIONS
8.1	Vehicle shall be equipped with power assisted brakes.			
8.2	Vehicle shall be equipped with four wheel anti-lock brake system.			
8.3	Brake linings shall not contain asbestos material.			

		COMPLY		
9.0	<u>Chassis:</u>	YES	NO	EXCEPTIONS
9.1	Vehicle shall be equipped with safety step rear bumper.			
9.2	Pickup bed shall be a minimum of 6' long.			
9.3	Spray-in bed liner shall be installed.			
9.4	Vehicle shall be equipped with trailer tow package with hitch.			
10.0	<u>Tires and Wheels:</u>	YES	NO	EXCEPTIONS
10.1	Manufacturer's standard BSW radial tires with full wheel covers or alloy wheels.			
10.2	Wheels shall be a minimum of 17" in diameter.			
10.3	Full size spare tire and rim shall be furnished.			
11.0	<u>Electrical System:</u>	YES	NO	EXCEPTIONS
11.1	Vehicle shall be equipped with a 12 volt electrical system.			
12.0	<u>Paint:</u>	YES	NO	EXCEPTIONS
12.1	Color shall be white.			
19.0	<u>Inspection and Acceptance:</u>	YES	NO	EXCEPTIONS
19.1	The inspection and acceptance of all units will be held jointly by the Equipment Management Division and the Ultimate Consignee.			

		COMPLY		
		YES	NO	EXCEPTIONS
19.2	Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to City personnel concerned or provide a schedule whereby the manufacturer provides such training locally. Any training cost must be borne by the bidder.			
21.0	<u>Accessories:</u>	YES	NO	EXCEPTIONS
21.1	Six (6) sets of keys shall be furnished.			
	Two (2) remote keyless entry key fobs shall be furnished.			
21.2	North Carolina State Inspection.			
21.3 Optional	List price difference for four wheel drive and transfer case installed with skid plates.			
22.0	<u>Delivery:</u>	YES	NO	EXCEPTIONS
22.1	Delivery shall be scheduled and made to the Equipment Management Division 115 S. Dwelle St, Charlotte, NC 28208, Call 704-336-4614 for arrangements.			
22.2	Vehicle shall be delivered with full tank of fuel.			

23.0	<u>Invoicing:</u>	COMPLY		EXCEPTIONS
		YES	NO	
23.1	All items outlined shall be delivered to the Administrative Office, 115 S. Dwelle St. Charlotte, NC 28208 on or before the delivery of the vehicle.			
	Billing Invoice shall be sent to City of Charlotte Accounts Payable 600 East Forth St. Charlotte NC 28202-2848			
23.2	Successful bidders will be responsible to furnish the following materials upon delivery:			
	(1) Dealer invoice.			
	(1) MSO/Certificate of origin.			
	(1) MVR-1 Title application.			
	(1) MVR-180 mileage/odometer statement			
	(1) Copy of the P.O. issued to vendor.			
	(1) Warranty card or booklet per vehicle.			
	(1) Copy of manufacturer build sheet per vehicle.			
	(4) Copies of the owner manual to be delivered with first vehicle of the model year, one (1) copy of the owner manual to be delivered with each vehicle thereafter.			
	(4) Copies of factory service information manual (printed or on CD) to be delivered with the first vehicle of the model year, none required thereafter.			

		COMPLY		
24.0	<u>Warranty:</u>	YES	NO	EXCEPTIONS
24.1	State warranty.			
24.2	State any additional warranty offered and cost NOT included in bid or quote.			
LTCC.15			Revised	02/24/2009

ITEM #8 - CREW CAB HYBRID ½ TON TRUCK

LTCCHY		Req#		
Requirements:				
_____ 1/2 ton truck, Full size crew cab hybrid electric type vehicle, as specified for:				
The unit required shall be the latest current model in production and shall have all standard equipment ordinarily furnished on such models, including the following:				
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>				
		COMPLY		
5.0	<u>Cab:</u>	YES	NO	EXCEPTIONS
5.1	Crew cab with four doors.			
5.2	Sun visors both sides.			
5.3	Dual electric windshield wipers, 2 speed, with interval wiping features.			
5.4	Non-glare interior rear-view mirror, Remote control exterior rear-view mirror on left and right side.			
5.5	Bucket type front seats. Cloth seats and upholstery, to be selected from standard manufacturer's neutral colors.			
5.6	Power Steering.			
5.7	Dome light.			

		COMPLY		EXCEPTIONS
		YES	NO	
5.8	Factory installed air conditioning.			
5.9	AM/FM/CD radio.			
5.10	Headlights on warning.			
5.11	Inside hood release.			
5.12	Driver side and passenger side front air bags.			
5.13	Day time running lights.			
5.14	Color-coordinated front and rear OEM floor mats shall be furnished.			
6.0	<u>Engine:</u>	YES	NO	EXCEPTIONS
6.1	Minimum 4 liter, 6-cylinder ICE and electric drive motor.			
6.2	Minimum 200 horsepower.			
6.3	Shall meet all current EPA emission standards.			
6.4	Heavy duty cooling system.			
7.0	<u>Transmission:</u>	YES	NO	EXCEPTIONS
7.1	Automatic overdrive. (MINIMUM)			
8.0	<u>Brakes:</u>	YES	NO	EXCEPTIONS
8.1	Power assisted brakes.			
8.2	Four wheel anti-lock brake system.			

		COMPLY		
		YES	NO	EXCEPTIONS
8.3	Non asbestos linings.			
8.4	Regenerative braking for hybrid electric system.			
9.0	<u>Chassis:</u>	YES	NO	EXCEPTIONS
9.1	Minimum wheelbase of 120 inches.			
9.2	Curb weight of not less than 4000 LBS.			
10.0	<u>Tires and Wheels:</u>	YES	NO	EXCEPTIONS
10.1	Manufacturer's standard BSW tires with full wheel covers or alloy wheels.			
10.2	Spare tire and rim shall be furnished.			
11.0	<u>Electrical System:</u>	YES	NO	EXCEPTIONS
11.1	12 volt electrical system for accessories.			
11.15	Minimum 36 volt hybrid drive system.			
12.0	<u>Paint:</u>	YES	NO	EXCEPTIONS
12.1	Color shall be white.			
19.0	<u>Inspection and Acceptance:</u>	YES	NO	EXCEPTIONS
19.1	The inspection and acceptance of all units will be held jointly by the Equipment Management Division and the Ultimate Consignee.			

		COMPLY		EXCEPTIONS
		YES	NO	
19.2	Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to City personnel concerned or provide a schedule whereby the manufacturer provides such training locally. Any training cost must be borne by the bidder.			
21.0	<u>Accessories:</u>	YES	NO	EXCEPTIONS
21.1	Six (6) sets of keys will be furnished.			
21.2	North Carolina State Inspection.			
21.3	Power group will include door locks and windows with remote keyless entry.			
21.4	Tilt Steering Wheel.			
21.5	Manufacturer's body side molding required.			
21.6	Tinted windshield and window glass.			
21.7	Electric rear window defroster.			
21.9 Optional	List price difference for all wheel drive.			

		COMPLY		
22.0	<u>Delivery:</u>	YES	NO	EXCEPTIONS
22.1	Delivery shall be scheduled and made to the Equipment Management Division 115 S. Dwelle St, Charlotte, NC 28208, or a selected body installer. Call 704-336-4614 for arrangements.			
22.2	Vehicle to be delivered with full tank of fuel.			
23.0	<u>Invoicing:</u>	YES	NO	EXCEPTIONS
23.1	All items outlined shall be delivered to the Administrative Office, 115 S. Dwelle St. Charlotte, NC 28208 on or before the delivery of the vehicle.			
	Billing Invoice shall be sent to City of Charlotte Accounts Payable 600 East Forth St. Charlotte NC 28202-2848			
23.2	Successful bidders will be responsible to furnish the following materials upon delivery:			
	(1) Dealer invoice.			
	(1) MSO/Certificate of origin.			
	(1) MVR-1 Title application.			
	(1) MVR-180 mileage/odometer statement			

		COMPLY		EXCEPTIONS
		YES	NO	
	(1) Copy of the P.O. issued to vendor.			
	(1) Warranty card or booklet per vehicle.			
	(1) Copy of manufacturer build sheet per vehicle.			
	(3) Copy of operators manual per vehicle.			
	(3) Copy of service manuals per vehicle.			
	(2) Current year engine and transmission diagnostic software and tool. To be delivered with first units ordered.			
24.0	<u>Warranty:</u>	YES	NO	EXCEPTIONS
24.1	State warranty.			
24.2	State any additional warranty offered and cost NOT included in bid or quote.			
LTCCHY			Revised	12/17/2008

ITEM #9 - REGULAR CAB ¾ UTILITY BODY TRUCK

LTRCUB.25	Req#			
Requirements:				
_____ ¾ ton full size truck with regular cab and utility body type vehicle, as specified for:				
City of Charlotte.				
The unit required shall be the latest current model in production and shall have all standard equipment ordinarily furnished on such models, including the following:				
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>				
		COMPLY		
5.0	<u>Cab:</u>	YES	NO	EXCEPTIONS
5.1	Truck shall have and regular cab and two full size doors.			
5.2	Sun visors on both sides shall be provided.			
5.3	Vehicle shall be equipped with two speed electronic intermittent windshield wiper control and windshield washers.			
5.4	Vehicle shall be equipped with non-glare interior rear-view mirror and remote control exterior trailer towing mirrors on left and right side.			
5.5	Vehicle shall be equipped with bench type front seat. Vinyl seat upholstery and vinyl flooring, to be selected from standard manufacturer's neutral colors.			

		COMPLY		EXCEPTIONS
		YES	NO	
5.6	Vehicle shall be equipped with power steering.			
5.7	Vehicle shall be equipped with a ceiling mounted dome light.			
5.8	Vehicle shall be equipped with factory installed air conditioning.			
5.9	A minimum of am/fm radio shall be installed in the vehicle.			
5.10	Vehicle shall be equipped with a headlights on warning.			
5.11	Inside hood release shall be provided.			
5.12	Driver and passenger supplemental restraints shall be included.			
5.13	Vehicle shall be equipped with day time running lights.			
5.14	Windshield and window glass shall be tinted safety glass.			
5.15	Vehicle shall be equipped with power windows.			
5.16	Vehicle shall be equipped with power door locks.			
5.17	Vehicle shall be equipped with remote keyless entry.			

		COMPLY		
6.0	<u>Engine:</u>	YES	NO	EXCEPTIONS
6.1	Vehicle shall be equipped with a minimum 8-cylinder diesel powered engine.			
6.2	Vehicle shall meet all current EPA emission standards.			
6.3	Heavy duty cooling system shall be installed.			
6.4 Optional	List price difference for 8 cylinder gasoline engine			
7.0	<u>Transmission:</u>	YES	NO	EXCEPTIONS
7.1	Vehicle shall be equipped with a minimum four speed automatic transmission.			
7.2	Transmission shall be equipped with a towing/haul mode switch.			
8.0	<u>Brakes:</u>	YES	NO	EXCEPTIONS
8.1	Vehicle shall be equipped with power assisted brakes.			
8.2	Vehicle shall be equipped with four wheel anti-lock brake system.			
8.3	Brake linings shall not contain asbestos material.			
8.4	Vehicle shall be equipped with electronic traction control.			

		COMPLY		
9.0	<u>Chassis:</u>	YES	NO	EXCEPTIONS
9.1 Optional	List price difference for nerf type 4" black tubular cab steps.			
9.2 Optional	List price difference for spotlight (Unity 325 series or equivalent) installed in driver's side A-pillar.			
10.0	<u>Tires and Wheels:</u>	YES	NO	EXCEPTIONS
10.1	Manufacturer's BSW all terrain radial tires with full wheel covers or alloy wheels.			
10.2	Full size spare tire mounted on rim shall be furnished loose in back of utility body.			
11.0	<u>Electrical System:</u>	YES	NO	EXCEPTIONS
11.1	Vehicle shall be equipped with a 12 volt electrical system.			
11.2	Charging system shall have a minimum output of 160 amps.			
11.3	Vehicle shall be equipped with all D.O.T. required lighting			
11.4	Vehicle cab shall be equipped with roof clearance lights.			

		COMPLY		EXCEPTIONS
		YES	NO	
11.5 Optional	List price difference for corner L.E.D. strobe lights, two installed in radiator grille (Whelen 5SA00FAR or equivalent) with brackets and two 4" strobe light heads (Whelen 2FA00ZAR or equivalent) installed with grommet to rear of utility body with cab mounted lighted toggle switch.			
12.0	<u>Paint:</u>	YES	NO	EXCEPTIONS
12.1	Color shall be white.			
17.0	<u>Towing Equipment:</u>	YES	NO	EXCEPTIONS
17.1	Vehicle shall be equipped with 7 pin D.O.T. trailer connector.			
17.2	Vehicle shall be equipped with electronic trailer brake controller mounted where it will be easily accessed without interfering with the driving of the vehicle.			
17.3	Utility body shall be equipped with class III trailer hitch.			
17.4	Vehicle shall be equipped with pintle hook with 2" ball combination mount (Reese part # 63011 or equivalent) and receiver pintle hook mounting plate assembled and installed into hitch receiver.			

		COMPLY		
19.0	<u>Inspection and Acceptance:</u>	YES	NO	EXCEPTIONS
19.1	The inspection and acceptance of all units will be held jointly by the Equipment Management Division and the Ultimate Consignee.			
19.2	Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to City personnel concerned or provide a schedule whereby the manufacturer provides such training locally. Any training cost must be borne by the bidder.			
20.0	<u>Utility Body:</u>	YES	NO	EXCEPTIONS
20.1	8' Utility body shall be installed on truck chassis.			
20.2	Utility body shall be white to match cab of truck.			
20.3	Utility body shall be constructed of steel treated to resist corrosion.			
20.4	Utility body door handles shall be single pull latch type constructed of stainless steel.			
20.5	Utility body doors shall be equipped with a single key locking system.			
20.6	Utility body bed shall be lined with Line-X spray in bed liner, or			

	equivalent.			
		COMPLY		
		YES	NO	EXCEPTIONS
20.7	Utility body shall be equipped with a minimum 4" vise mounted on the rear bumper on the street side of the vehicle.			
20.8	Utility body shall be equipped with a single cable stirrup access step mounted on the rear bumper on the curb side of the vehicle.			
20.9	Rear step bumper shall have a grip punch surface on the top.			
20.10	Utility body shall be equipped with recess in center of step bumper for hitch attachments.			
20.11	Utility body compartments shall be a minimum of 15" deep.			
20.12	Utility body shall be equipped with license plate bracket and tag light.			
20.13	Full length vertical compartments shall be furnished with a minimum of two adjustable shelves.			
20.14	Utility body shall have one of the two configurations listed below, or a combination of both. List price difference, if any, for compartment door configuration per side:			
Configuration A				

		COMPLY		
		YES	NO	EXCEPTIONS
Configuration B				
20.15 Optional	List price difference for four (4) 4"x6" adjustable work lights, two mounted in the center top of the body facing outward and two mounted on the rear corners on the top of the body facing rearward, with individual cab mounted on/off switches.			
20.16 Optional	List price difference for spring mount kit installed on service body			
20.17 Optional	List price difference for 4" "E" track mounted at the top interior of the bed down the entire length of the body.			
		COMPLY		
21.0	<u>Accessories:</u>	YES	NO	EXCEPTIONS
21.1	Six (6) sets of keys shall be furnished for vehicle and body compartments.			
	Two (2) remote keyless entry key fobs shall be furnished.			
21.2	North Carolina State Inspection shall be performed with statement placed in glove box.			

		COMPLY		EXCEPTIONS
		YES	NO	
21.3 Optional	List price difference for four wheel drive and transfer case installed with skid plates and automatic locking hubs.			
21.4 Optional	List price difference for quick connect minimum 25' battery booster cables with connector mounted in front bumper area.			
21.5 Optional	List price difference for a minimum 12,000 # rated line pull recovery winch mounted on front bumper with roller fairlead, 125' of wire rope, and remote control, Warn model # M12000 or equivalent.			
21.6 Optional	List price difference for Dimensions 1800 watt power inverter or equivalent installed in bottom of forward curbside compartment and hard wired to two GFCI outdoor covered AC outlets mounted to the rear of the utility body, one curbside and one streetside.			
21.7 Optional	List price difference for 50' retractable 12 volt work light mounted in compartment of utility body.			

		COMPLY		
22.0	<u>Delivery:</u>	YES	NO	EXCEPTIONS
22.1	Delivery shall be scheduled and made to the Equipment Management Division 115 S. Dwelle St, Charlotte, NC 28208, Call 704-336-4614 for arrangements.			
22.2	Vehicle shall be delivered with full tank of fuel.			
23.0	<u>Invoicing:</u>	YES	NO	EXCEPTIONS
23.1	All items outlined shall be delivered to the Administrative Office, 115 S. Dwelle St. Charlotte, NC 28208 on or before the delivery of the vehicle.			
	Billing Invoice shall be sent to City of Charlotte Accounts Payable 600 East Forth St. Charlotte NC 28202-2848			
23.2	Successful bidders will be responsible to furnish the following materials upon delivery:			
	(1) Dealer invoice.			
	(1) MSO/Certificate of origin.			
	(1) MVR-1 Title application.			
	(1) MVR-180 mileage/odometer statement			
	(1) Copy of the P.O. issued to vendor.			
	(1) Warranty card or booklet per vehicle.			

		COMPLY		EXCEPTIONS
		YES	NO	
	(1) Copy of manufacturer build sheet per vehicle.			
	(4) Copies of the owner manual to be delivered with first vehicle of the model year, one (1) copy of the owner manual to be delivered with each vehicle thereafter.			
	(4) Copies of factory service information manual (printed or on CD) to be delivered with the first vehicle of the model year, none required thereafter.			
24.0	<u>Warranty:</u>	YES	NO	EXCEPTIONS
24.1	State warranty:			
24.2	State any additional warranty offered and cost NOT included in bid or quote.			
LTRCUB.25			Revised	03/26/2009

ITEM #10 - EXTENDED CAB ¾ UTILITY BODY TRUCK

LTECUB.25	Req#			
Requirements:				
_____ ¾ ton full size truck with extended cab and utility body type vehicle, as specified for:				
City of Charlotte.				
The unit required shall be the latest current model in production and shall have all standard equipment ordinarily furnished on such models, including the following:				
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>				
		COMPLY		
5.0	<u>Cab:</u>	YES	NO	EXCEPTIONS
5.1	Truck shall have and extended cab with four doors.			
5.2	Sun visors on both sides shall be provided.			
5.3	Vehicle shall be equipped with two speed electronic intermittent windshield wiper control and windshield washers.			
5.4	Vehicle shall be equipped with non-glare interior rear-view mirror and remote control exterior trailer towing mirrors on left and right side.			
5.5	Vehicle shall be equipped with bench type front and rear seats. Vinyl seat upholstery and vinyl flooring in neutral colors.			

		COMPLY		EXCEPTIONS
		YES	NO	
5.6	Vehicle shall be equipped with power steering.			
5.7	Vehicle shall be equipped with a ceiling mounted dome light.			
5.8	Vehicle shall be equipped with factory installed air conditioning.			
5.9	A minimum of am/fm radio shall be installed in the vehicle.			
5.10	Vehicle shall be equipped with a headlights on warning.			
5.11	Inside hood release shall be provided.			
5.12	Driver and passenger supplemental restraints shall be included.			
5.13	Vehicle shall be equipped with day time running lights.			
5.14	Windshield and window glass shall be tinted safety glass.			
5.15	Vehicle shall be equipped with power windows.			
5.16	Vehicle shall be equipped with power door locks.			
5.17	Vehicle shall be equipped with remote keyless entry.			

		COMPLY		
6.0	<u>Engine:</u>	YES	NO	EXCEPTIONS
6.1	Vehicle shall be equipped with a minimum 8-cylinder diesel powered engine.			
6.2	Vehicle shall meet all current EPA emission standards.			
6.3	Heavy duty cooling system shall be installed.			
6.4 Optional	List price difference for 8 cylinder gasoline engine			
7.0	<u>Transmission:</u>	YES	NO	EXCEPTIONS
7.1	Vehicle shall be equipped with a minimum four speed automatic transmission.			
7.2	Transmission shall be equipped with a towing/haul mode switch.			
8.0	<u>Brakes:</u>	YES	NO	EXCEPTIONS
8.1	Vehicle shall be equipped with power assisted brakes.			
8.2	Vehicle shall be equipped with four wheel anti-lock brake system.			
8.3	Brake linings shall not contain asbestos material.			
8.4	Vehicle shall be equipped with electronic traction control.			

		COMPLY		
9.0	<u>Chassis:</u>	YES	NO	EXCEPTIONS
9.1 Optional	List price difference for nerf type 4" black tubular cab steps.			
9.2 Optional	List price difference for spotlight (Unity 325 series or equivalent) installed in driver's side A-pillar.			
10.0	<u>Tires and Wheels:</u>	YES	NO	EXCEPTIONS
10.1	Manufacturer's BSW radial all terrain tires with full wheel covers or alloy wheels.			
10.2	Full size spare tire mounted on rim shall be furnished loose in back of utility body.			
11.0	<u>Electrical System:</u>	YES	NO	EXCEPTIONS
11.1	Vehicle shall be equipped with a 12 volt electrical system.			
11.2	Charging system shall have a minimum output of 160 amps.			
11.3	Vehicle shall be equipped with all D.O.T. required lighting			
11.4	Vehicle cab shall be equipped with roof clearance lights.			
11.5 Optional	List price difference for corner L.E.D. strobe lights, two installed in radiator grille (Whelen 5SA00FAR or equivalent) with brackets and two 4" strobe light heads (Whelen 2FA00ZAR or equivalent) installed with grommet to rear of utility body with cab mounted lighted switch.			

		COMPLY		
12.0	<u>Paint:</u>	YES	NO	EXCEPTIONS
12.1	Color shall be white.			
17.0	<u>Towing Equipment:</u>	YES	NO	EXCEPTIONS
17.1	Vehicle shall be equipped with 7 pin D.O.T. trailer connector.			
17.2	Vehicle shall be equipped with electronic trailer brake controller mounted where it will be easily accessed without interfering with the driving of the vehicle.			
17.3	Utility body shall be equipped with class III trailer hitch.			
17.4	Vehicle shall be equipped with pintle hook with 2" ball combination mount (Reese part # 63011 or equivalent) and receiver pintle hook mounting plate assembled and installed into hitch receiver.			
19.0	<u>Inspection and Acceptance:</u>	YES	NO	EXCEPTIONS
19.1	The inspection and acceptance of all units will be held jointly by the Equipment Management Division and the Ultimate Consignee.			

		COMPLY		EXCEPTIONS
		YES	NO	
19.2	Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to City personnel concerned or provide a schedule whereby the manufacturer provides such training locally. Any training cost must be borne by the bidder.			
20.0	<u>Utility Body:</u>	YES	NO	EXCEPTIONS
20.1	8' Utility body shall be installed on truck chassis.			
20.2	Utility body shall be white to match cab of truck.			
20.3	Utility body shall be constructed of steel treated to resist corrosion.			
20.4	Utility body door handles shall be single pull latch type constructed of stainless steel.			
20.5	Utility body doors shall be equipped with a single key locking system.			
20.6	Utility body bed shall be lined with Line-X spray in bed liner, or equivalent.			
20.7	Utility body shall be equipped with a minimum 4" vise mounted on the rear bumper on the street side of the vehicle.			

		COMPLY		
		YES	NO	EXCEPTIONS
20.8	Utility body shall be equipped with a single cable stirrup access step mounted on the rear bumper on the curb side of the vehicle.			
20.9	Rear step bumper shall have a grip punch surface on the top.			
20.10	Utility body shall be equipped with recess in center of step bumper for hitch attachments.			
20.11	Utility body compartments shall be a minimum of 15" deep.			
20.12	Utility body shall be equipped with license plate bracket and tag light.			
20.13	Full length vertical compartments shall be furnished with a minimum of two adjustable shelves.			
20.14	Utility body shall have one of the two configurations listed below, or a combination of both. List price difference, if any, for compartment door configuration per side:			
Configuration A				

Configuration B				
		COMPLY		
10.0	<u>Tires and Wheels:</u>	YES	NO	EXCEPTIONS
20.15 Optional	List price difference for four (4) 4"x6" adjustable work lights, two mounted in the center top of the body facing outward and two mounted on the rear corners on the top of the body facing rearward, with individual cab mounted on/off switches.			
20.16 Optional	List price difference for spring mount kit installed on service body			
20.17 Optional	List price difference for 4" "E" track mounted at the top interior of the bed down the entire length of the body.			
21.0	<u>Accessories:</u>	YES	NO	EXCEPTIONS
21.1	Six (6) sets of keys shall be furnished for vehicle and body compartments.			
	Two (2) remote keyless entry key fobs shall be furnished.			
21.2	North Carolina State Inspection shall be performed with statement placed in glove box.			
21.3 Optional	List price difference for four wheel drive and transfer case installed with skid plates and automatic locking hubs.			

21.4 Optional	List price difference for quick connect minimum 25' battery booster cables with connector mounted in front bumper area.			
		COMPLY		
		YES	NO	EXCEPTIONS
21.5 Optional	List price difference for a minimum 12,000 # rated line pull recovery winch mounted on front bumper with roller fairlead, 125' of wire rope, and remote control, Warn model # M12000 or equivalent.			
21.6 Optional	List price difference for Dimensions 1800 watt power inverter or equivalent installed in bottom of forward curbside compartment and hard wired to two GFCI outdoor covered AC outlets mounted to the rear of the utility body, one curbside and one streetside.			
21.7 Optional	List price difference for 50' retractable 12 volt work light mounted in compartment of utility body.			
22.0	<u>Delivery:</u>	YES	NO	EXCEPTIONS
22.1	Delivery shall be scheduled and made to the Equipment Management Division 115 S. Dwelle St, Charlotte, NC 28208, Call 704-336-4614 for arrangements.			
22.2	Vehicle shall be delivered with full tank of fuel.			

		COMPLY		
23.0	<u>Invoicing:</u>	YES	NO	EXCEPTIONS
23.1	All items outlined shall be delivered to the Administrative Office, 115 S. Dwelle St. Charlotte, NC 28208 on or before the delivery of the vehicle.			
	Billing Invoice shall be sent to City of Charlotte Accounts Payable 600 East Forth St. Charlotte NC 28202-2848			
23.2	Successful bidders will be responsible to furnish the following materials upon delivery:			
	(1) Dealer invoice.			
	(1) MSO/Certificate of origin.			
	(1) MVR-1 Title application.			
	(1) MVR-180 mileage/odometer statement			
	(1) Copy of the P.O. issued to vendor.			
	(1) Warranty card or booklet per vehicle.			
	(1) Copy of manufacturer build sheet per vehicle.			
	(4) Copies of the owner manual to be delivered with first vehicle of the model year, one (1) copy of the owner manual to be delivered with each vehicle thereafter.			
	(4) Copies of factory service information manual (printed or on CD) to be delivered with the first vehicle of the model year, none required thereafter.			

		COMPLY		
24.0	<u>Warranty:</u>	YES	NO	EXCEPTIONS
24.1	State warranty:			
24.2	State any additional warranty offered and cost NOT included in bid or quote.			
LTECUB.25			Revised	03/26/2009

ITEM #11 - CREW CAB ¾ UTILITY BODY TRUCK

LTCCUB.25	Req#			
Requirements:				
_____¾ ton full size truck with crew cab and utility body type vehicle, as specified for:				
City of Charlotte.				
The unit required shall be the latest current model in production and shall have all standard equipment ordinarily furnished on such models, including the following:				
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>				
		COMPLY		
5.0	<u>Cab:</u>	YES	NO	EXCEPTIONS
5.1	Truck shall have and crew cab with four full size doors.			
5.2	Sun visors on both sides shall be provided.			
5.3	Vehicle shall be equipped with two speed electronic intermittent windshield wiper control and windshield washers.			
5.4	Vehicle shall be equipped with non-glare interior rear-view mirror and remote control exterior trailer towing mirrors on left and right side.			
5.5	Vehicle shall be equipped with bench type front and rear seats. Vinyl seat upholstery and vinyl flooring in neutral colors.			
5.6	Vehicle shall be equipped with power steering.			

		COMPLY		EXCEPTIONS
		YES	NO	
5.7	Vehicle shall be equipped with a ceiling mounted dome light.			
5.8	Vehicle shall be equipped with factory installed air conditioning.			
5.9	A minimum of am/fm radio shall be installed in the vehicle.			
5.10	Vehicle shall be equipped with a headlights on warning.			
5.11	Inside hood release shall be provided.			
5.12	Driver and passenger supplemental restraints shall be included.			
5.13	Vehicle shall be equipped with day time running lights.			
5.14	Windshield and window glass shall be tinted safety glass.			
5.15	Vehicle shall be equipped with power windows.			
5.16	Vehicle shall be equipped with power door locks.			
5.17	Vehicle shall be equipped with remote keyless entry.			
6.0	<u>Engine:</u>	YES	NO	EXCEPTIONS
6.1	Vehicle shall be equipped with a minimum 8-cylinder diesel powered engine.			

		COMPLY		EXCEPTIONS
		YES	NO	
6.2	Vehicle shall meet all current EPA emission standards.			
6.3	Heavy duty cooling system shall be installed.			
6.4 Optional	List price difference for 8 cylinder gasoline engine			
7.0	<u>Transmission:</u>	YES	NO	EXCEPTIONS
7.1	Vehicle shall be equipped with a minimum four speed automatic transmission.			
7.2	Transmission shall be equipped with a towing/haul mode switch.			
8.0	<u>Brakes:</u>	YES	NO	EXCEPTIONS
8.1	Vehicle shall be equipped with power assisted brakes.			
8.2	Vehicle shall be equipped with four wheel anti-lock brake system.			
8.3	Brake linings shall not contain asbestos material.			
8.4	Vehicle shall be equipped with electronic traction control.			
9.0	<u>Chassis:</u>	YES	NO	EXCEPTIONS
9.1 Optional	List price difference for nerf type 4" black tubular cab steps.			

		COMPLY		
		YES	NO	EXCEPTIONS
9.2 Optional	List price difference for spotlight (Unity 325 series or equivalent) installed in driver's side A-pillar.			
10.0	<u>Tires and Wheels:</u>	YES	NO	EXCEPTIONS
10.1	Manufacturer's BSW radial all terrain tires with full wheel covers or alloy wheels.			
10.2	Full size spare tire mounted on rim shall be furnished loose in back of utility body.			
11.0	<u>Electrical System:</u>	YES	NO	EXCEPTIONS
11.1	Vehicle shall be equipped with a 12 volt electrical system.			
11.2	Charging system shall have a minimum output of 160 amps.			
11.3	Vehicle shall be equipped with all D.O.T. required lighting			
11.4	Vehicle cab shall be equipped with roof clearance lights.			
11.5 Optional	List price difference for corner L.E.D. strobe lights, two installed in radiator grille (Whelen 5SA00FAR or equivalent) with brackets and two 4" strobe light heads (Whelen 2FA00ZAR or equivalent) installed with grommet to rear of utility body with cab mounted lighted toggle switch.			

		COMPLY		
12.0	<u>Paint:</u>	YES	NO	EXCEPTIONS
12.1	Color shall be white.			
17.0	<u>Towing Equipment:</u>	YES	NO	EXCEPTIONS
17.1	Vehicle shall be equipped with 7 pin D.O.T. trailer connector.			
17.2	Vehicle shall be equipped with electronic trailer brake controller mounted where it will be easily accessed without interfering with the driving of the vehicle.			
17.3	Utility body shall be equipped with class III trailer hitch.			
17.4	Vehicle shall be equipped with pintle hook with 2" ball combination mount (Reese part # 63011 or equivalent) and receiver pintle hook mounting plate assembled and installed into hitch receiver.			
19.0	<u>Inspection and Acceptance:</u>	YES	NO	EXCEPTIONS
19.1	The inspection and acceptance of all units will be held jointly by the Equipment Management Division and the Ultimate Consignee.			

		COMPLY		EXCEPTIONS
		YES	NO	
19.2	Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to City personnel concerned or provide a schedule whereby the manufacturer provides such training locally. Any training cost must be borne by the bidder.			
20.0	<u>Utility Body:</u>	YES	NO	EXCEPTIONS
20.1	8' Utility body shall be installed on truck chassis.			
		COMPLY		EXCEPTIONS
		YES	NO	
20.2	Utility body shall be white to match cab of truck.			
20.3	Utility body shall be constructed of steel treated to resist corrosion.			
20.4	Utility body door handles shall be single pull latch type constructed of stainless steel.			
20.5	Utility body doors shall be equipped with a single key locking system.			
20.6	Utility body bed shall be lined with Line-X spray in bed liner, or equivalent.			

		COMPLY		EXCEPTIONS
		YES	NO	
20.7	Utility body shall be equipped with a minimum 4" vise mounted on the rear bumper on the street side of the vehicle.			
20.8	Utility body shall be equipped with a single cable stirrup access step mounted on the rear bumper on the curb side of the vehicle.			
20.9	Rear step bumper shall have a grip punch surface on the top.			
20.10	Utility body shall be equipped with recess in center of step bumper for hitch attachments.			
20.11	Utility body compartments shall be a minimum of 15" deep.			
20.12	Utility body shall be equipped with license plate bracket and tag light.			
20.13	Full length vertical compartments shall be furnished with a minimum of two adjustable shelves.			
20.14	Utility body shall have one of the two configurations listed below, or a combination of both. List price difference, if any, for compartment door configuration per side:			
Configuration A				

		COMPLY		
		YES	NO	EXCEPTIONS
Configuration B				
20.15 Optional	List price difference for four (4) 4"x6" adjustable work lights, two mounted in the center top of the body facing outward and two mounted on the rear corners on the top of the body facing rearward, with individual cab mounted on/off switches.			
20.16 Optional	List price difference for spring mount kit installed on service body			
20.17 Optional	List price difference for 4" "E" track mounted at the top interior of the bed down the entire length of the body.			
21.0	<u>Accessories:</u>	YES	NO	EXCEPTIONS
21.1	Six (6) sets of keys shall be furnished for vehicle and body compartments.			
	Two (2) remote keyless entry key fobs shall be furnished.			
21.2	North Carolina State Inspection shall be performed with statement placed in glove box.			

		COMPLY		EXCEPTIONS
		YES	NO	
21.3 Optional	List price difference for four wheel drive and transfer case installed with skid plates and automatic locking hubs.			
21.4 Optional	List price difference for quick connect minimum 25' battery booster cables with connector mounted in front bumper area.			
21.5 Optional	List price difference for a minimum 12,000 # rated line pull recovery winch mounted on front bumper with roller fairlead, 125' of wire rope, and remote control, Warn model # M12000 or equivalent.			
21.6 Optional	List price difference for Dimensions 1800 watt power inverter or equivalent installed in bottom of forward curbside compartment and hard wired to two GFCI outdoor covered AC outlets mounted to the rear of the utility body, one curbside and one streetside.			
21.7 Optional	List price difference for 50' retractable 12 volt work light mounted in compartment of utility body.			

		COMPLY		
22.0	<u>Delivery:</u>	YES	NO	EXCEPTIONS
22.1	Delivery shall be scheduled and made to the Equipment Management Division 115 S. Dwelle St, Charlotte, NC 28208, Call 704-336-4614 for arrangements.			
22.2	Vehicle shall be delivered with full tank of fuel.			
23.0	<u>Invoicing:</u>	YES	NO	EXCEPTIONS
23.1	All items outlined shall be delivered to the Administrative Office, 115 S. Dwelle St. Charlotte, NC 28208 on or before the delivery.			
	Billing Invoice shall be sent to City of Charlotte Accounts Payable 600 East Forth St. Charlotte NC 28202-2848			
23.2	Successful bidders will be responsible to furnish the following materials upon delivery:			
	(1) Dealer invoice.			
	(1) MSO/Certificate of origin.			
	(1) MVR-1 Title application.			
	(1) MVR-180 mileage/odometer statement			
	(1) Copy of the P.O. issued to vendor.			
	(1) Warranty card or booklet per vehicle.			
	(1) Copy of manufacturer build sheet per vehicle.			

		COMPLY		EXCEPTIONS
		YES	NO	
	(4) Copies of the owner manual to be delivered with first vehicle of the model year, one (1) copy of the owner manual to be delivered with each vehicle thereafter.			
	(4) Copies of factory service information manual (printed or on CD) to be delivered with the first vehicle of the model year, none required thereafter.			
24.0	<u>Warranty:</u>	YES	NO	EXCEPTIONS
24.1	State warranty:			
24.2	State any additional warranty offered and cost NOT included in bid or quote.			
LTCCUB.25			Revised	03/26/2009

ITEM #12 - ½ TON CARGO VAN

CVAN.15	Req#			
Requirements:				
Full size ½ ton cargo van type vehicle, as specified for:				
City of Charlotte				
The unit required shall be the latest current model in production and shall have all standard equipment ordinarily furnished on such models, including the following:				
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>				
		COMPLY		
5.0	<u>Cab:</u>	YES	NO	EXCEPTIONS
5.1	Vehicle shall have a two door steel body with cargo area.			
5.2	Sun visors on both sides shall be provided.			
5.3	Vehicle shall be equipped with two speed electronic intermittent windshield wiper control and windshield washers.			
5.4	Vehicle shall be equipped with remote control heated exterior mirrors on left and right side.			
5.5	Vehicle shall be equipped with bucket type front seats with vinyl upholstery, gray in color.			
5.6	Vehicle shall be equipped with power steering.			

		COMPLY		EXCEPTIONS
		YES	NO	
5.7	Vehicle shall be equipped with a ceiling mounted dome light.			
5.8	Vehicle shall be equipped with factory installed air conditioning in the passenger area.			
5.9	A minimum of am/fm radio shall be installed in the vehicle.			
5.10	Vehicle shall be equipped with a headlights on warning.			
5.11	Vehicle shall be equipped with full length black rubberized vinyl floor covering.			
5.12	Driver and passenger supplemental restraints shall be included.			
5.13	Vehicle shall be equipped with day time running lights.			
5.14	Windshield and window glass shall be tinted safety glass.			
5.15	Vehicle shall be equipped with power windows and door locks.			
5.16	Vehicle shall be equipped with remote keyless entry.			
5.17	Vehicle shall be equipped with floor mats for driver and passenger. (Aftermarket is acceptable)			

		COMPLY		EXCEPTIONS
		YES	NO	
5.18	Vehicle shall be equipped with sliding cargo door on the passenger side of the van.			
5.19	Vehicle cargo doors shall be equipped with fixed glass windows.			
5.20	Vehicle shall be equipped with a bulkhead divider between passenger and cargo area with locking door.			
5.21	Vehicle shall be equipped with a standard contractor's shelving package in the cargo area.			
5.22	Vehicle shall be equipped with an exterior mounted ladder rack.			
6.0	<u>Engine:</u>	YES	NO	EXCEPTIONS
6.1	Vehicle shall be equipped with a minimum 4.8 liter, 8-cylinder gasoline powered engine.			
6.2	Engine shall have a minimum 270 horsepower rating.			
6.3	Vehicle shall meet all current EPA emission standards.			
7.0	<u>Transmission:</u>	YES	NO	EXCEPTIONS
7.1	Vehicle shall be equipped with a minimum four speed automatic transmission with tow/haul mode.			

		COMPLY		EXCEPTIONS
		YES	NO	
7.2	Vehicle shall be equipped with a heavy duty transmission oil cooler.			
8.0	<u>Brakes:</u>	YES	NO	EXCEPTIONS
8.1	Vehicle shall be equipped with power four wheel disc brakes.			
8.2	Vehicle shall be equipped with four wheel anti-lock brake system.			
8.3	Brake linings shall not contain asbestos material.			
9.0	<u>Chassis:</u>	YES	NO	EXCEPTIONS
9.1	Vehicle shall have a minimum wheelbase of 135".			
9.2	Vehicle shall be equipped with backup alarm.			
9.3	Vehicle shall be equipped with a rear step bumper.			
10.0	<u>Tires and Wheels:</u>	YES	NO	EXCEPTIONS
10.1	Manufacturer's LT 245/70R BSW radial tires with full wheel covers or alloy wheels.			
10.2	Full size spare tire and rim shall be furnished.			
	Spare tire and wheel shall be stowed underneath vehicle.			

		COMPLY		
11.0	<u>Electrical System:</u>	YES	NO	EXCEPTIONS
11.1	Vehicle shall be equipped with a 12 volt electrical system.			
11.2	Battery shall be rated at a minimum of 770 CCA.			
12.0	<u>Paint:</u>	YES	NO	EXCEPTIONS
12.1	Color shall be white.			
15.0	<u>Rear Axle</u>	YES	NO	EXCEPTIONS
15.1	Rear axle shall have a 3.73 ratio.			
17.0	<u>Trailer Tow Package</u>	YES	NO	EXCEPTIONS
17.1	Trailer tow package shall be installed with trailer hitch and 7 pin electrical connector.			
19.0	<u>Inspection and Acceptance:</u>	YES	NO	EXCEPTIONS
19.1	The inspection and acceptance of all units will be held jointly by the Equipment Management Division and the Ultimate Consignee.			
19.2	Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to City personnel concerned or provide a schedule whereby the manufacturer provides such training locally. Any training cost must be borne by the bidder.			

		COMPLY		
21.0	<u>Accessories:</u>	YES	NO	EXCEPTIONS
21.1	Six (6) sets of keys shall be furnished.			
	Two (2) remote keyless entry key fobs shall be furnished.			
21.2	North Carolina State Inspection.			
22.0	<u>Delivery:</u>	YES	NO	EXCEPTIONS
22.1	Delivery shall be scheduled and made to the Equipment Management Division 115 S. Dwelle St, Charlotte, NC 28208, Call 704-336-4614 for arrangements.			
22.2	Vehicle shall be delivered with full tank of fuel.			
23.0	<u>Invoicing:</u>	YES	NO	EXCEPTIONS
23.1	All items outlined shall be delivered to the Administrative Office, 115 S. Dwelle St. Charlotte, NC 28208 on or before the delivery of the vehicle.			
	Billing Invoice shall be sent to City of Charlotte Accounts Payable 600 East Forth St. Charlotte NC 28202-2848			

		COMPLY		EXCEPTIONS
		YES	NO	
23.2	Successful bidders will be responsible to furnish the following materials upon delivery:			
	(1) Dealer invoice.			
	(1) MSO/Certificate of origin.			
	(1) MVR-1 Title application.			
	(1) MVR-180 mileage/odometer statement			
	(1) Copy of the P.O. issued to vendor.			
	(1) Warranty card or booklet per vehicle.			
	(1) Copy of manufacturer build sheet per vehicle.			
	(4) Copies of the owner manual to be delivered with first vehicle of the model year, one (1) copy of the owner manual to be delivered with each vehicle thereafter.			
	(4) Copies of factory service information manual (printed or on CD) to be delivered with the first vehicle of the model year, none required thereafter.			
24.0	<u>Warranty:</u>	YES	NO	EXCEPTIONS
24.1	State warranty.			
24.2	State any additional warranty offered and cost NOT included in bid or quote.			
CVAN.15				Revised 2/24/2009

ITEM #13 - ¾ TON CARGO VAN

CVAN.25	Req#			
Requirements:				
Full size ¾ ton cargo van type vehicle, as specified for:				
City of Charlotte				
The unit required shall be the latest current model in production and shall have all standard equipment ordinarily furnished on such models, including the following:				
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>				
		COMPLY		
5.0	<u>Cab:</u>	YES	NO	EXCEPTIONS
5.1	Vehicle shall have a two door steel body with cargo area.			
5.2	Sun visors on both sides shall be provided.			
5.3	Vehicle shall be equipped with two speed electronic intermittent windshield wiper control and windshield washers.			
5.4	Vehicle shall be equipped with remote control heated exterior mirrors on left and right side.			
5.5	Vehicle shall be equipped with bucket type front seats with vinyl upholstery, gray in color.			
5.6	Vehicle shall be equipped with power steering.			

		COMPLY		EXCEPTIONS
		YES	NO	
5.7	Vehicle shall be equipped with a ceiling mounted dome light.			
5.8	Vehicle shall be equipped with factory installed air conditioning in the passenger area.			
5.9	A minimum of am/fm radio shall be installed in the vehicle.			
5.10	Vehicle shall be equipped with a headlights on warning.			
5.11	Vehicle shall be equipped with full length black rubberized vinyl floor covering.			
5.12	Driver and passenger supplemental restraints shall be included.			
5.13	Vehicle shall be equipped with day time running lights.			
5.14	Windshield and window glass shall be tinted safety glass.			
5.15	Vehicle shall be equipped with power windows and door locks.			
5.16	Vehicle shall be equipped with remote keyless entry.			
5.17	Vehicle shall be equipped with floor mats for driver and passenger. (Aftermarket is acceptable)			

		COMPLY		EXCEPTIONS
		YES	NO	
5.18	Vehicle shall be equipped with sliding cargo door on the passenger side of the van.			
5.19	Vehicle cargo doors shall be equipped with fixed glass windows.			
5.20	Vehicle shall be equipped with a bulkhead divider between passenger and cargo area with locking door.			
5.21	Vehicle shall be equipped with a standard contractor's shelving package in the cargo area.			
5.22	Vehicle shall be equipped with an exterior mounted ladder rack.			
6.0	<u>Engine:</u>	YES	NO	EXCEPTIONS
6.1	Vehicle shall be equipped with a minimum 4.8 liter, 8-cylinder gasoline powered engine.			
6.2	Engine shall have a minimum 270 horsepower rating.			
6.3	Vehicle shall meet all current EPA emission standards.			
7.0	<u>Transmission:</u>	YES	NO	EXCEPTIONS
7.1	Vehicle shall be equipped with a minimum four speed automatic transmission with tow/haul mode.			

		COMPLY		EXCEPTIONS
		YES	NO	
7.2	Vehicle shall be equipped with a heavy duty transmission oil cooler.			
8.0	<u>Brakes:</u>	YES	NO	EXCEPTIONS
8.1	Vehicle shall be equipped with power four wheel disc brakes.			
8.2	Vehicle shall be equipped with four wheel anti-lock brake system.			
8.3	Brake linings shall not contain asbestos material.			
9.0	<u>Chassis:</u>	YES	NO	EXCEPTIONS
9.1	Vehicle shall have a minimum wheelbase of 135".			
9.2	Vehicle shall be equipped with backup alarm.			
9.3	Vehicle shall be equipped with a rear step bumper.			
10.0	<u>Tires and Wheels:</u>	YES	NO	EXCEPTIONS
10.1	Manufacturer's LT 245/70R BSW radial tires with full wheel covers or alloy wheels.			
10.2	Full size spare tire and rim shall be furnished.			
	Spare tire and wheel shall be stowed underneath vehicle.			

		COMPLY		
11.0	<u>Electrical System:</u>	YES	NO	EXCEPTIONS
11.1	Vehicle shall be equipped with a 12 volt electrical system.			
11.2	Battery shall be rated at a minimum of 770 CCA.			
12.0	<u>Paint:</u>	YES	NO	EXCEPTIONS
12.1	Color shall be white.			
15.0	<u>Rear Axle</u>	YES	NO	EXCEPTIONS
15.1	Rear axle shall have a 3.73 ratio.			
17.0	<u>Trailer Tow Package</u>	YES	NO	EXCEPTIONS
17.1	Trailer tow package shall be installed with trailer hitch and 7 pin electrical connector.			
19.0	<u>Inspection and Acceptance:</u>	YES	NO	EXCEPTIONS
19.1	The inspection and acceptance of all units will be held jointly by the Equipment Management Division and the Ultimate Consignee.			
19.2	Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to City personnel concerned or provide a schedule whereby the manufacturer provides such training locally. Any training cost must be borne by the bidder.			

		COMPLY		
21.0	<u>Accessories:</u>	YES	NO	EXCEPTIONS
21.1	Six (6) sets of keys shall be furnished.			
	Two (2) remote keyless entry key fobs shall be furnished.			
21.2	North Carolina State Inspection.			
22.0	<u>Delivery:</u>	YES	NO	EXCEPTIONS
22.1	Delivery shall be scheduled and made to the Equipment Management Division 115 S. Dwelle St, Charlotte, NC 28208, Call 704-336-4614 for arrangements.			
22.2	Vehicle shall be delivered with full tank of fuel.			
23.0	<u>Invoicing:</u>	YES	NO	EXCEPTIONS
23.1	All items outlined shall be delivered to the Administrative Office, 115 S. Dwelle St. Charlotte, NC 28208 on or before the delivery of the vehicle.			
	Billing Invoice shall be sent to City of Charlotte Accounts Payable 600 East Forth St. Charlotte NC 28202-2848			

		COMPLY		EXCEPTIONS
		YES	NO	
23.2	Successful bidders will be responsible to furnish the following materials upon delivery:			
	(1) Dealer invoice.			
	(1) MSO/Certificate of origin.			
	(1) MVR-1 Title application.			
	(1) MVR-180 mileage/odometer statement			
	(1) Copy of the P.O. issued to vendor.			
	(1) Warranty card or booklet per vehicle.			
	(1) Copy of manufacturer build sheet per vehicle.			
	(4) Copies of the owner manual to be delivered with first vehicle of the model year, one (1) copy of the owner manual to be delivered with each vehicle thereafter.			
	(4) Copies of factory service information manual (printed or on CD) to be delivered with the first vehicle of the model year, none required thereafter.			
24.0	<u>Warranty:</u>	COMPLY		EXCEPTIONS
		YES	NO	
24.1	State warranty.			
24.2	State any additional warranty offered and cost NOT included in bid or quote.			
CVAN.25				Revised 2/24/2009

ITEM #14 - 1 TON CARGO VAN

CVAN.35	Req#			
Requirements:				
_____ Full size 1 ton cargo van type vehicle, as specified for:				
City of Charlotte				
The unit required shall be the latest current model in production and shall have all standard equipment ordinarily furnished on such models, including the following:				
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>				
		COMPLY		
5.0	<u>Cab:</u>	YES	NO	EXCEPTIONS
5.1	Vehicle shall have a two door steel body with cargo area.			
5.2	Sun visors on both sides shall be provided.			
5.3	Vehicle shall be equipped with two speed electronic intermittent windshield wiper control and windshield washers.			
5.4	Vehicle shall be equipped with remote control heated exterior mirrors on left and right side.			
5.5	Vehicle shall be equipped with bucket type front seats with vinyl upholstery, gray in color.			
5.6	Vehicle shall be equipped with power steering.			

		COMPLY		EXCEPTIONS
		YES	NO	
5.7	Vehicle shall be equipped with a ceiling mounted dome light.			
5.8	Vehicle shall be equipped with factory installed air conditioning in the passenger area.			
5.9	A minimum of am/fm radio shall be installed in the vehicle.			
5.10	Vehicle shall be equipped with a headlights on warning.			
5.11	Vehicle shall be equipped with full length black rubberized vinyl floor covering.			
5.12	Driver and passenger supplemental restraints shall be included.			
5.13	Vehicle shall be equipped with day time running lights.			
5.14	Windshield and window glass shall be tinted safety glass.			
5.15	Vehicle shall be equipped with power windows and door locks.			
5.16	Vehicle shall be equipped with remote keyless entry.			
5.17	Vehicle shall be equipped with floor mats for driver and passenger. (Aftermarket is acceptable)			

		COMPLY		EXCEPTIONS
		YES	NO	
5.18	Vehicle shall be equipped with sliding cargo door on the passenger side of the van.			
5.19	Vehicle cargo doors shall be equipped with fixed glass windows.			
5.20	Vehicle shall be equipped with a bulkhead divider between passenger and cargo area with locking door.			
5.21	Vehicle shall be equipped with a standard contractor's shelving package in the cargo area.			
5.22	Vehicle shall be equipped with an exterior mounted ladder rack.			
6.0	<u>Engine:</u>	YES	NO	EXCEPTIONS
6.1	Vehicle shall be equipped with a minimum 4.8 liter, 8-cylinder gasoline powered engine.			
6.2	Engine shall have a minimum 270 horsepower rating.			
6.3	Vehicle shall meet all current EPA emission standards.			
7.0	<u>Transmission:</u>	YES	NO	EXCEPTIONS
7.1	Vehicle shall be equipped with a minimum four speed automatic transmission with tow/haul mode.			

		COMPLY		EXCEPTIONS
		YES	NO	
7.2	Vehicle shall be equipped with a heavy duty transmission oil cooler.			
8.0	<u>Brakes:</u>	YES	NO	EXCEPTIONS
8.1	Vehicle shall be equipped with power four wheel disc brakes.			
8.2	Vehicle shall be equipped with four wheel anti-lock brake system.			
8.3	Brake linings shall not contain asbestos material.			
9.0	<u>Chassis:</u>	YES	NO	EXCEPTIONS
9.1	Vehicle shall have a minimum wheelbase of 135".			
9.2	Vehicle shall be equipped with backup alarm.			
9.3	Vehicle shall be equipped with a rear step bumper.			
10.0	<u>Tires and Wheels:</u>	YES	NO	EXCEPTIONS
10.1	Manufacturer's P245/70R BSW radial tires with full wheel covers or alloy wheels.			
10.2	Full size spare tire and rim shall be furnished.			
	Spare tire and wheel shall be stowed underneath vehicle.			

		COMPLY		
11.0	<u>Electrical System:</u>	YES	NO	EXCEPTIONS
11.1	Vehicle shall be equipped with a 12 volt electrical system.			
11.2	Battery shall be rated at a minimum of 770 CCA.			
12.0	<u>Paint:</u>	YES	NO	EXCEPTIONS
12.1	Color shall be white.			
15.0	<u>Rear Axle</u>	YES	NO	EXCEPTIONS
15.1	Rear axle shall have a 3.73 ratio.			
17.0	<u>Trailer Tow Package</u>	YES	NO	EXCEPTIONS
17.1	Trailer tow package shall be installed with trailer hitch and 7 pin electrical connector.			
19.0	<u>Inspection and Acceptance:</u>	YES	NO	EXCEPTIONS
19.1	The inspection and acceptance of all units will be held jointly by the Equipment Management Division and the Ultimate Consignee.			
19.2	Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to City personnel concerned or provide a schedule whereby the manufacturer provides such training locally. Any training cost must be borne by the bidder.			

		COMPLY		
21.0	<u>Accessories:</u>	YES	NO	EXCEPTIONS
21.1	Six (6) sets of keys shall be furnished.			
	Two (2) remote keyless entry key fobs shall be furnished.			
21.2	North Carolina State Inspection.			
22.0	<u>Delivery:</u>	YES	NO	EXCEPTIONS
22.1	Delivery shall be scheduled and made to the Equipment Management Division 115 S. Dwelle St, Charlotte, NC 28208, Call 704-336-4614 for arrangements.			
22.2	Vehicle shall be delivered with full tank of fuel.			
23.0	<u>Invoicing:</u>	YES	NO	EXCEPTIONS
23.1	All items outlined shall be delivered to the Administrative Office, 115 S. Dwelle St. Charlotte, NC 28208 on or before the delivery of the vehicle.			
	Billing Invoice shall be sent to City of Charlotte Accounts Payable 600 East Forth St. Charlotte NC 28202-2848			

		COMPLY		EXCEPTIONS
		YES	NO	
23.2	Successful bidders will be responsible to furnish the following materials upon delivery:			
	(1) Dealer invoice.			
	(1) MSO/Certificate of origin.			
	(1) MVR-1 Title application.			
	(1) MVR-180 mileage/odometer statement			
	(1) Copy of the P.O. issued to vendor.			
	(1) Warranty card or booklet per vehicle.			
	(1) Copy of manufacturer build sheet per vehicle.			
	(4) Copies of the owner manual to be delivered with first vehicle of the model year, one (1) copy of the owner manual to be delivered with each vehicle thereafter.			
	(4) Copies of factory service information manual (printed or on CD) to be delivered with the first vehicle of the model year, none required thereafter.			
24.0	<u>Warranty:</u>	YES	NO	EXCEPTIONS
24.1	State warranty.			
24.2	State any additional warranty offered and cost NOT included in bid or quote.			
CVAN.35				Revised 2/24/2009

Item #15 - Compact 4 Door Sedan

Spec# AUTO.1A	Req#			
Requirements:				
<u>Automobile, Compact 4-door Sedan, as specified for:</u>				
The unit required shall be the latest current model in production and shall have all standard equipment ordinarily furnished on such models, including the following:				
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>				
		COMPLY		
5.0	<u>Cab:</u>	YES	NO	EXCEPTIONS
5.1	Standard steel 4 door compact sedan.			
5.2	Sun visors both sides.			
5.3	Dual electric windshield wipers, 2 speed, with interval wiping features.			
5.4	Non-glare interior rear-view mirror, Remote control exterior rear-view mirror on left and right side.			
5.5	Bucket type front seats. Cloth seats and upholstery, to be selected from standard manufacturer's neutral colors.			
5.6	Power Steering.			
5.7	Dome and luggage compartment light.			

		COMPLY		EXCEPTIONS
		YES	NO	
5.8	Factory installed air conditioning.			
5.9	AM/FM/CD radio.			
5.10	Headlights on warning.			
5.11	Inside hood release.			
5.12	Driver side and passenger side front air bags.			
5.13	Day time running lights.			
5.14	Color-coordinated front and rear OEM floor mats will be furnished.			
6.0	<u>Engine:</u>	YES	NO	EXCEPTIONS
6.1	Minimum 1.8 L, 4-cylinder.			
6.2	Minimum 130 horsepower.			
6.3	Shall meet all current EPA emission standards.			
6.4	Heavy duty cooling system.			
7.0	<u>Transmission:</u>	YES	NO	EXCEPTIONS
7.1	Automatic, four speed with overdrive. (MINIMUM)			
8.0	<u>Brakes:</u>	YES	NO	EXCEPTIONS
8.1	Power assisted brakes.			
8.2	Four wheel anti-lock brake system.			
8.3	Non asbestos linings.			

		COMPLY		
9.0	<u>Chassis:</u>	YES	NO	EXCEPTIONS
9.1	Minimum wheelbase of 100 inches.			
9.2	Curb weight of not less than 2800 LBS.			
10.0	<u>Tires and Wheels:</u>	YES	NO	EXCEPTIONS
10.1	Manufacturer's standard BSW tires with full wheel covers or alloy wheels.			
10.2	Spare tire and rim will be furnished.			
11.0	<u>Electrical System:</u>	YES	NO	EXCEPTIONS
11.1	12 volt electrical system.			
12.0	<u>Paint:</u>	YES	NO	EXCEPTIONS
12.1	Color shall be white.			
19.0	<u>Inspection and Acceptance:</u>	YES	NO	EXCEPTIONS
19.1	The inspection and acceptance of all units will be held jointly by the Equipment Management Division and the Ultimate Consignee.			

		COMPLY		EXCEPTIONS
		YES	NO	
19.2	Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to City personnel concerned or provide a schedule whereby the manufacturer provides such training locally. Any training cost must be borne by the bidder.			
21.0	<u>Accessories:</u>	YES	NO	EXCEPTIONS
21.1	Six (6) sets of keys will be furnished.			
21.2	North Carolina State Inspection.			
21.3	Power group will include door locks and windows with remote keyless entry.			
21.4	Tilt Steering Wheel.			
21.5	Manufacturer's body side molding required.			
21.6	Tinted windshield and window glass.			
21.7	Electric rear window defroster.			

		COMPLY		
22.0	<u>Delivery:</u>	YES	NO	EXCEPTIONS
22.1	Delivery shall be scheduled and made to the Equipment Management Division 115 S. Dwelle St, Charlotte, NC 28208, or a selected body installer. Call 704-336-4614 for arrangements.			
22.2	Vehicle to be delivered with full tank of fuel.			
23.0	Invoicing:			
23.1	All items outlined shall be delivered to the Administrative Office, 115 S. Dwelle St. Charlotte NC 28208 on or before the delivery of the vehicle.			
	Billing Invoice shall be sent to City of Charlotte Accounts Payable 600 East Forth St. Charlotte NC 28202-2848			
23.2	Successful bidders will be responsible to furnish the following materials upon delivery:			
	(1) Dealer invoice.			
	(1) MSO/Certificate of origin.			
	(1) MVR-1 Title application.			
	(1) MVR-180 mileage/odometer statement			

		COMPLY		
		YES	NO	EXCEPTIONS
	(1) Copy of the P.O. issued to vendor.			
	(1) Warranty card or booklet per vehicle.			
	(1) Copy of manufacturer build sheet per vehicle.			
	(3) Copy of operators manual per vehicle.			
	(3) Copy of service manuals per vehicle.			
	(2) Current year engine and transmission diagnostic software and tool. To be delivered with first units ordered.			
24.0	Warranty:	YES	NO	EXCEPTIONS
24.1	State warranty.			
24.2	State any additional warranty offered and cost NOT included in bid or quote.			
AUTO.1A			Revised	11/25/2008

ITEM #16 - 4 DOOR HYBRID COMPACT AUTOMOBILE

AUTO.1AH	Req#			
Requirements:				
_____Automobile, Compact 4-door hybrid electric sedan type vehicle, as specified for:				
The unit required shall be the latest current model in production and shall have all standard equipment ordinarily furnished on such models, including the following:				
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>				
		COMPLY		
5.0	<u>Cab:</u>	YES	NO	EXCEPTIONS
5.1	Standard steel 4 door compact sedan.			
5.2	Sun visors both sides.			
5.3	Dual electric windshield wipers, 2 speed, with interval wiping features.			
5.4	Non-glare interior rear-view mirror, Remote control exterior rear-view mirror on left and right side.			
5.5	Bucket type front seats. Cloth seats and upholstery, to be selected from standard manufacturer's neutral colors.			
5.6	Power Steering.			
5.7	Dome and luggage compartment light.			

		COMPLY		EXCEPTIONS
		YES	NO	
5.8	Factory installed air conditioning.			
5.9	AM/FM/CD radio.			
5.10	Headlights on warning.			
5.11	Inside hood release.			
5.12	Driver side and passenger side front air bags.			
5.13	Day time running lights.			
5.14	Color-coordinated front and rear OEM floor mats will be furnished.			
6.0	<u>Engine:</u>	YES	NO	EXCEPTIONS
6.1	Minimum 1.0 L, 4-cylinder ICE and electric drive motor.			
6.2	Minimum 90 horsepower.			
6.3	Shall meet all current EPA emission standards.			
6.4	Heavy duty cooling system.			
7.0	<u>Transmission:</u>	YES	NO	EXCEPTIONS
7.1	Automatic, four speed with overdrive. (MINIMUM)			
8.0	<u>Brakes:</u>	YES	NO	EXCEPTIONS
8.1	Power assisted brakes.			

		COMPLY		
		YES	NO	EXCEPTIONS
8.2	Four wheel anti-lock brake system.			
8.3	Non asbestos linings.			
8.4	Regenerative braking for hybrid electric system.			
9.0	<u>Chassis:</u>	YES	NO	EXCEPTIONS
9.1	Minimum wheelbase of 80 inches.			
9.2	Curb weight of not less than 2200 LBS.			
10.0	<u>Tires and Wheels:</u>	YES	NO	EXCEPTIONS
10.1	Manufacturer's standard BSW tires with full wheel covers or alloy wheels.			
10.2	Spare tire and rim shall be furnished.			
11.0	<u>Electrical System:</u>	YES	NO	EXCEPTIONS
11.1	12 volt electrical system.			
12.0	<u>Paint:</u>	YES	NO	EXCEPTIONS
12.1	Color shall be white.			

		COMPLY		
19.0	<u>Inspection and Acceptance:</u>	YES	NO	EXCEPTIONS
19.1	Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to City personnel concerned or provide a schedule whereby the manufacturer provides such training locally. Any training cost must be borne by the bidder.			
19.2	The inspection and acceptance of all units will be held jointly by the Equipment Management Division and the Ultimate Consignee.			
21.0	<u>Accessories:</u>	YES	NO	EXCEPTIONS
21.1	Six (6) sets of keys will be furnished.			
21.2	North Carolina State Inspection.			
21.3	Power group will include door locks and windows with remote keyless entry.			
21.4	Tilt Steering Wheel.			
21.5	Manufacturer's body side molding required.			
21.6	Tinted windshield and window glass.			
21.7	Electric rear window defroster.			

		COMPLY		
22.0	<u>Delivery:</u>	YES	NO	EXCEPTIONS
22.1	Delivery shall be scheduled and made to the Equipment Management Division 115 S. Dwelle St, Charlotte, NC 28208, or a selected body installer. Call 704-336-4614 for arrangements.			
22.2	Vehicle to be delivered with full tank of fuel.			
23.0	<u>Invoicing:</u>	YES	NO	EXCEPTIONS
23.1	All items outlined shall be delivered to the Administrative Office, 115 S. Dwelle St. Charlotte, NC 28208 on or before the delivery of the vehicle.			
	Billing Invoice shall be sent to City of Charlotte Accounts Payable 600 East Forth St. Charlotte NC 28202-2848			
23.2	Successful bidders will be responsible to furnish the following materials upon delivery:			
	(1) Dealer invoice.			
	(1) MSO/Certificate of origin.			
	(1) MVR-1 Title application.			
	(1) MVR-180 mileage/odometer statement			
	(1) Copy of the P.O. issued to vendor.			
	(1) Warranty card or booklet per vehicle.			

		COMPLY		EXCEPTIONS
		YES	NO	
	(1) Copy of manufacturer build sheet per vehicle.			
	(3) Copy of operators manual per vehicle.			
	(3) Copy of service manuals per vehicle.			
	(2) Current year engine and transmission diagnostic software and tool. To be delivered with first units ordered.			
24.0	<u>Warranty:</u>	YES	NO	EXCEPTIONS
24.1	State warranty.			
24.2	State any additional warranty offered and cost NOT included in bid or quote.			
AUTO.1AH			Revised	4/13/2009

ITEM #17 - 4 DOOR HYBRID MID SIZE SPORT UTILITY VEHICLE

SUV.2SH	Req#			
Requirements:				
_____ Sport Utility Vehicle, Mid-size 4-door hybrid electric type vehicle, as specified for:				
The unit required shall be the latest current model in production and shall have all standard equipment ordinarily furnished on such models, including the following:				
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>				
		COMPLY		
5.0	<u>Cab:</u>	YES	NO	EXCEPTIONS
5.1	Standard steel 4 door mid-size sport utility vehicle.			
5.2	Sun visors both sides.			
5.3	Dual electric windshield wipers, 2 speed, with interval wiping features.			
5.4	Non-glare interior rear-view mirror, Remote control exterior rear-view mirror on left and right side.			
5.5	Bucket type front seats. Cloth seats and upholstery, to be selected from standard manufacturer's neutral colors.			
5.6	Power Steering.			
5.7	Dome light.			

		COMPLY		EXCEPTIONS
		YES	NO	
5.8	Factory installed air conditioning.			
5.9	AM/FM/CD radio.			
5.10	Headlights on warning.			
5.11	Inside hood release.			
5.12	Driver side and passenger side front air bags.			
5.13	Day time running lights.			
5.14	Color-coordinated front and rear OEM floor mats shall be furnished.			
5.15	Running boards shall be included.			
6.0	<u>Engine:</u>	YES	NO	EXCEPTIONS
6.1	Minimum 2 liter, 4-cylinder ICE and electric drive motor.			
6.2	Minimum 150 horsepower.			
6.3	Shall meet all current EPA emission standards.			
6.4	Heavy duty cooling system.			
7.0	<u>Transmission:</u>	YES	NO	EXCEPTIONS
7.1	Automatic overdrive. (MINIMUM)			

8.0	<u>Brakes:</u>	COMPLY		EXCEPTIONS
		YES	NO	
8.1	Power assisted brakes.			
8.2	Four wheel anti-lock brake system.			
8.3	Non asbestos linings.			
8.4	Regenerative braking for hybrid electric system.			
9.0	<u>Chassis:</u>	YES	NO	EXCEPTIONS
9.1	Minimum wheelbase of 100 inches.			
9.2	Curb weight of not less than 2800 LBS.			
10.0	<u>Tires and Wheels:</u>	YES	NO	EXCEPTIONS
10.1	Manufacturer's standard BSW tires with full wheel covers or alloy wheels.			
10.2	Spare tire and rim shall be furnished.			
11.0	<u>Electrical System:</u>	YES	NO	EXCEPTIONS
11.1	12 volt electrical system for accessories.			
11.15	Minimum 36 volt electrical system for hybrid drive system.			
12.0	<u>Paint:</u>	YES	NO	EXCEPTIONS
12.1	Color shall be white.			

19.0	<u>Inspection and Acceptance:</u>	COMPLY		EXCEPTIONS
		YES	NO	
19.1	The inspection and acceptance of all units will be held jointly by the Equipment Management Division and the Ultimate Consignee.			
19.2	Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to City personnel concerned or provide a schedule whereby the manufacturer provides such training locally. Any training cost must be borne by the bidder.			
21.0	<u>Accessories:</u>	YES	NO	EXCEPTIONS
21.1	Six (6) sets of keys will be furnished.			
21.2	North Carolina State Inspection.			
21.3	Power group will include door locks and windows with remote keyless entry.			
21.4	Tilt Steering Wheel.			
21.5	Manufacturer's body side molding required.			
21.6	Tinted windshield and window glass.			
21.7	Electric rear window defroster.			

		COMPLY		EXCEPTIONS
		YES	NO	
21.9 Optional	List price difference for all wheel drive.			
22.0	<u>Delivery:</u>	YES	NO	EXCEPTIONS
22.1	Delivery shall be scheduled and made to the Equipment Management Division 115 S. Dwelle St, Charlotte, NC 28208, or a selected body installer. Call 704-336-4614 for arrangements.			
22.2	Vehicle to be delivered with full tank of fuel.			
23.0	<u>Invoicing:</u>	YES	NO	EXCEPTIONS
23.1	All items outlined shall be delivered to the Administrative Office, 115 S. Dwelle St. Charlotte, NC 28208 on or before the delivery of the vehicle.			
	Billing Invoice shall be sent to City of Charlotte Accounts Payable 600 East Forth St. Charlotte NC 28202-2848			
23.2	Successful bidders will be responsible to furnish the following materials upon delivery:			
	(1) Dealer invoice.			
	(1) MSO/Certificate of origin.			
	(1) MVR-1 Title application.			

		COMPLY		EXCEPTIONS
		YES	NO	
	(1) MVR-180 mileage/odometer statement			
	(1) Copy of the P.O. issued to vendor.			
	(1) Warranty card or booklet per vehicle.			
	(1) Copy of manufacturer build sheet per vehicle.			
	(3) Copy of operators manual per vehicle.			
	(3) Copy of service manuals per vehicle.			
	(2) Current year engine and transmission diagnostic software and tool. To be delivered with first units ordered.			
24.0	<u>Warranty:</u>	YES	NO	EXCEPTIONS
24.1	State warranty.			
24.2	State any additional warranty offered and cost NOT included in bid or quote.			
SUV.2SH			Revised	12/17/2008

ITEM #18 - 4 DOOR HYBRID LARGE SPORT UTILITY VEHICLE

SUV.3SH	Req#			
Requirements:				
_____ Sport Utility Vehicle, Full size 4-door hybrid electric type vehicle, as specified for:				
The unit required shall be the latest current model in production and shall have all standard equipment ordinarily furnished on such models, including the following:				
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>				
		COMPLY		
5.0	<u>Cab:</u>	YES	NO	EXCEPTIONS
5.1	Standard steel 4 door large sport utility vehicle.			
5.2	Sun visors both sides.			
5.3	Dual electric windshield wipers, 2 speed, with interval wiping features.			
5.4	Non-glare interior rear-view mirror, Remote control exterior rear-view mirror on left and right side.			
5.5	Bucket type front seats. Cloth seats and upholstery, to be selected from standard manufacturer's neutral colors.			
5.6	Power Steering.			
5.7	Dome light.			

		COMPLY		EXCEPTIONS
		YES	NO	
5.8	Factory installed air conditioning.			
5.9	AM/FM/CD radio.			
5.10	Headlights on warning.			
5.11	Inside hood release.			
5.12	Driver side and passenger side front air bags.			
5.13	Day time running lights.			
5.14	Color-coordinated front and rear OEM floor mats shall be furnished.			
5.15	Running boards shall be included.			
6.0	<u>Engine:</u>	YES	NO	EXCEPTIONS
6.1	Minimum 3 liter, 6-cylinder ICE and electric drive motor.			
6.2	Minimum 200 horsepower.			
6.3	Shall meet all current EPA emission standards.			
6.4	Heavy duty cooling system.			
7.0	<u>Transmission:</u>	YES	NO	EXCEPTIONS
7.1	Automatic overdrive. (MINIMUM)			

		COMPLY		
8.0	<u>Brakes:</u>	YES	NO	EXCEPTIONS
8.1	Power assisted brakes.			
8.2	Four wheel anti-lock brake system.			
8.3	Non asbestos linings.			
8.4	Regenerative braking for hybrid electric system.			
9.0	<u>Chassis:</u>	YES	NO	EXCEPTIONS
9.1	Minimum wheelbase of 100 inches.			
9.2	Curb weight of not less than 3500 LBS.			
10.0	<u>Tires and Wheels:</u>	YES	NO	EXCEPTIONS
10.1	Manufacturer's standard BSW tires with full wheel covers or alloy wheels.			
10.2	Spare tire and rim shall be furnished.			
11.0	<u>Electrical System:</u>	YES	NO	EXCEPTIONS
11.1	12 volt electrical system for accessories.			
11.15	Minimum 36 volt electrical system for hybrid drive system.			
12.0	<u>Paint:</u>	YES	NO	EXCEPTIONS
12.1	Color shall be white.			

		COMPLY		
19.0	<u>Inspection and Acceptance:</u>	YES	NO	EXCEPTIONS
19.1	The inspection and acceptance of all units will be held jointly by the Equipment Management Division and the Ultimate Consignee.			
19.2	Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to City personnel concerned or provide a schedule whereby the manufacturer provides such training locally. Any training cost must be borne by the bidder.			
21.0	<u>Accessories:</u>	YES	NO	EXCEPTIONS
21.1	Six (6) sets of keys will be furnished.			
21.2	North Carolina State Inspection.			
21.3	Power group will include door locks and windows with remote keyless entry.			
21.4	Tilt Steering Wheel.			
21.5	Manufacturer's body side molding required.			
21.6	Tinted windshield and window glass.			
21.7	Electric rear window defroster.			

		COMPLY		EXCEPTIONS
		YES	NO	
21.8 Optional	List price difference for corner strobe lights installed.			
21.9 Optional	List price difference for all wheel drive.			
22.0	<u>Delivery:</u>	YES	NO	EXCEPTIONS
22.1	Delivery shall be scheduled and made to the Equipment Management Division 115 S. Dwelle St, Charlotte, NC 28208, or a selected body installer. Call 704-336-4614 for arrangements.			
22.2	Vehicle to be delivered with full tank of fuel.			
23.0	<u>Invoicing:</u>	YES	NO	EXCEPTIONS
23.1	All items outlined shall be delivered to the Administrative Office, 115 S. Dwelle St. Charlotte, NC 28208 on or before the delivery of the vehicle.			
	Billing Invoice shall be sent to City of Charlotte Accounts Payable 600 East Forth St. Charlotte NC 28202-2848			

		COMPLY		EXCEPTIONS
		YES	NO	
23.2	Successful bidders will be responsible to furnish the following materials upon delivery:			
	(1) Dealer invoice.			
	(1) MSO/Certificate of origin.			
	(1) MVR-1 Title application.			
	(1) MVR-180 mileage/odometer statement			
	(1) Copy of the P.O. issued to vendor.			
	(1) Warranty card or booklet per vehicle.			
	(1) Copy of manufacturer build sheet per vehicle.			
	(3) Copy of operators manual per vehicle.			
	(3) Copy of service manuals per vehicle.			
	(2) Current year engine and transmission diagnostic software and tool. To be delivered with first units ordered.			
24.0	<u>Warranty:</u>	YES	NO	EXCEPTIONS
24.1	State warranty.			
24.2	State any additional warranty offered and cost NOT included in bid or quote.			
SUV.3SH			Revised	12/17/2008

Item # 19 Removable Salt and Slag Spreader

HTSSSP.56	Req#			
General:				
_____ Removable salt slag spreader insert with sprayer and stand to be provided and installed on a 56,000 GVWR truck with a 14' dump body truck for the:				
Charlotte DOT Traffic Operations				
The unit required shall be the latest current model in production and shall have all standard equipment ordinarily furnished on such models, including the following:				
<u>BIDDER MUST FILL IN BLANKS TO INDICATE COMPLIANCE, OR STATE EXCEPTION FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER YOUR BID UNRESPONSIVE.</u>				
		Comply		
5.0	Body:	YES	NO	EXCEPTIONS
5.1	Body shall be constructed of no less than 10-gauge steel, all welded construction with reinforcing ribs.			
5.2	Minimum 40 degree slope on body sides.			
5.3	A heavy duty lift hook shall be provided at each corner near the top of the hopper for lifting and hanging overhead.			
5.4	All mounting hardware shall be provided to safely secure the hopper to the truck body.			
5.5	Body shall have a minimum 7 cubic yards struck capacity.			
5.6	Body shall be powder coated in an orange color.			
5.7	Top screens shall be provided for the body.			

		Comply		EXCEPTIONS
		YES	NO	
5.8	Top screens shall be constructed of minimum 3/8" steel rods welded to form a 2 1/2" square mesh.			
5.9	Top screens shall be removable.			
5.10	Top screens shall securely lock into place.			
6.0	<u>Conveyor:</u>	YES	NO	EXCEPTIONS
6.1	Conveyor shall be a minimum of eighteen inches wide.			
6.2	The conveyor shafts shall have heavy duty, dust sealed bearings equipped with grease fittings.			
6.3	The conveyor floor shall be manufactured of 3/16" carbon steel, be of the flat design, replaceable, with rollover edges.			
6.4	The gearbox shall have hardened and ground bronze gears mounted on a minimum 1 1/2" diameter drive shaft and supported on tapered roller bearings.			
6.5	The gears in the gearbox shall be mounted in anti-friction sealed bearings and running in oil.			
6.6	The gearbox ratio shall be 25:1.			
6.7	An automatic chain tensioner shall be provided to maintain proper tension of the drive chain.			

		Comply		EXCEPTIONS
		YES	NO	
6.8	Conveyor chain shall be of the self cleaning pintle type.			
6.9	Conveyor chain shall have a minimum tensile strength of 21,000 pounds.			
7.0	<u>Spinner Assembly:</u>	YES	NO	EXCEPTIONS
7.1	Spinner shall be a minimum of 18 inches and a maximum of 20 inches in diameter.			
7.2	Spinner shall have replaceable fins			
7.3	Spinner motor shall be top mounted			
7.4	Spinner to have three adjustable deflector plates, one in front and one on each side.			
7.5	Spinner height shall be adjustable.			
7.6	Spinner shall be capable of spreading material a minimum of 8 feet and a maximum of 40 feet.			
8.0	<u>Application Controller:</u>	YES	NO	EXCEPTIONS
8.1	A Dickey John Control Point application control system, or approved equivalent, shall be provided and installed for automatic control of the slag and the pre-wet solution.			
8.2	The controller shall be mounted in the truck cab, within easy reach of the driver.			

		Comply		EXCEPTIONS
		YES	NO	
8.3	The controller shall provide a mode for both automatic application and manual application of material.			
8.4	The controller system shall include all necessary sensors and valves and installation.			
8.5	The controller shall be a minimum three channel system capable of controlling granular and liquid material application rates, spinner speed, and spread width.			
8.6	The controller shall have a full size qwerty keyboard included for calibration and programming of the unit.			
8.7	The controller shall provide fully adjustable application rates of both granular and liquid materials.			
8.8	The controller installation shall be on a new 56,000 GVWR cab & chassis with dump body, hydraulics run to rear and PTO included, contact Terry Keith at Charlotte Truck Center for chassis details at (704) 579-1110			
8.9	List the degree of accuracy as a percentage of actual vs. stated application amount when equipment is properly calibrated: ± %			
9.0	<u>Pre-wet system:</u>	YES	NO	EXCEPTIONS
9.1	A pre-wet spray system shall be installed with a de-icing solution spray system.			

		Comply		EXCEPTIONS
		YES	NO	
9.2	Spray system shall be powered by 12 volts D.C. provided by the vehicle.			
9.3	Spray system pump shall be rated at a minimum of three GPM.			
9.4	Electrical circuit protection shall be provided for the spray system pump.			
9.5	Pre-wet spray system shall be designed to spray calcium and magnesium chloride, glycol, liquid urea, or other liquid deicing solutions.			
9.7	All pre-wet spray system components shall be rated at 150 PSI working pressure.			
9.8	Pre- wet spray system shall include two (2) minimum 90 gallon capacity de-icing solution tanks.			
9.9	The solution tanks shall be angle formed to allow for mounting to the side and between the bodyjacks of the v-shaped slide in slag spreader.			
9.10	The solution tanks shall have baffles to reduce surging.			
9.11	The solution tanks shall be fitted with a replaceable screen line strainer.			
9.12	The solution tanks shall be fitted with shut-off valves.			
9.13	The system shall include two flexible nozzles for spraying of the de-icing solution.			

		Comply		
10.0	<u>Leg Stand:</u>	YES	NO	EXCEPTIONS
10.1	The salt slag spreader slide in body shall be equipped with bolted or welded on storage legs.			
10.2	The front legs shall be constructed to automatically fold up as a truck is backed up underneath the stand.			
10.3	Cast iron caster wheels shall be mounted at the front of the leg stand frame to allow the spreader body to roll into the bed of the truck.			
10.4	The rear legs shall be of the telescopic self storing design.			
10.5	Both front and rear legs shall be height adjustable.			
10.6	The frame and legs of the stand shall be powder coated.			
21.0	<u>Accessories:</u>	YES	NO	EXCEPTIONS
21.1	Light bar to be installed on top of slide in body with stop, turn, and tail lights.			
22.0	<u>Delivery and Installation:</u>	YES	NO	EXCEPTIONS
22.1	Local parts, service, and installation required.			
22.2	Upon delivery, a company representative shall provide a minimum of two days training on the operation, maintenance, and repair of the spreader and control system.			

		Comply		EXCEPTIONS
		YES	NO	
22.3	Installation of the spreader equipment and controls is to be made after Equipment Management Division has taken delivery of the trucks from the manufacturer. For truck pickup and delivery to the vendor, please contact: Equipment Management Division 115 S. Dwelle St. Charlotte NC 28208 704-336-4614			
23.0	<u>Invoicing:</u>	YES	NO	EXCEPTIONS
23.1	Billing Invoice shall be sent to: City of Charlotte Accounts Payable 600 East Forth St. Charlotte NC 28202-2848			
23.2	Successful bidders will be responsible to furnish the following materials upon delivery:			
	(1) Dealer invoice.			
	(1) Copy of P.O. Issued to vendor.			
	(1) Warranty card or booklet per piece of equipment.			
	(3) Copy of operators manual per piece of equipment.			
	(3) Copy of service and parts manuals per piece of equipment.			
24.0	<u>Warranty:</u>	YES	NO	EXCEPTIONS
24.1	State Warranty.			
24.2	State any additional warranty offered and cost <u>NOT</u> included in bid or quote.			

25.0	<u>OSHA:</u>	Comply		EXCEPTIONS
		YES	NO	
25.1	All units must meet all State and Federal OSHA regulations published.			
HTSSSP.56		Revised	4/7/2009	

Delivery Requirements

Prompt new equipment delivery assures that City services are delivered in a cost effective and consistent manner. The following sections express the City's requirements and expectations related to fair and reasonable treatment in the delivery of its new equipment. In turn, the City strives to be fair and reasonable when circumstances outside of the reasonable control of the vendor delay the process.

DELIVERY TIME BASELINES

NOTE: The following baseline delivery times are strictly 'not to exceed' periods of time after which liquidated damages might be imposed and are not intended to be considered as an acceptable delivery time for the purposes of evaluating critical availability of any class of vehicles as a factor in award determination.

<u>Class</u>	<u>Delivery Baseline</u>
Buses/ Handicap Equipped Vans	180 calendar days
Automobiles & Light Trucks	120 calendar days
Heavy Trucks	90 calendar days
Bodies	60 calendar days

Bidders must state any delivery time exceeding the baseline. In evaluating the bid price, the City reserves the right to assign a value per day assessment against the bid price for delivery times exceeding the baseline.

LIQUIDATED DAMAGES

The City requires delivery of all motor vehicles (except police "special" cars) to be within 10 working days from the date the dealer signs the delivery Bill of Lading. Body installers are required to deliver the completed unit to the City within 60 calendar days of receipt of the chassis.

All stated time limits are of the essence. Should the delivery not be completed on or before the time stipulated, it is mutually agreed and understood by and between the successful Bidder and the City that a delay would seriously affect the public and the City.

Therefore, the City and the successful Bidder hereby establish the unit price of fifteen dollars (\$15) per calendar day for each and every day of delay for each unit as liquidated damages and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful Bidder on or before the time specified in the purchase order.

Liquidated damages shall not apply to time elapsing between date of delivery and date of notification to the successful Bidder of rejection of sub-specification material.

The above conditions may be invoked if the delivery exceeds the specified time or if replacement of material not meeting specifications exceeds the specified time.

Should the successful Bidder be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act or omission of the City or inability to

obtain materials, equipment, or labor due to Federal government restrictions arising out of the defense or war program, then the time of completion shall be extended for such period as may be agreed upon by the City and the successful Bidder.

Shall there be insufficient time to grant such extensions prior to completion date of the contract, the City may, at the time of acceptance of work waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.

In the event that the successful Bidder is on strike at the time of the award of the bid, the City reserves the option to accept the first acceptable bid from a manufacturer that is not on strike.

Vendors may request exceptions to the above requirement for specific reasons. Circumstances that may merit negotiation include: a vehicle that arrives damaged or missing parts, the unanticipated necessity to install an option locally, the concurrent arrival of an unusually large order and the City order. Problems anticipated at the time of the bid should be addressed then as exceptions with a stated resolution.

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THIS IS A SAMPLE CONTRACT FOR REFERENCE ONLY ACTUAL CONTRACT MAY DIFFER

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT NO. _____

AGREEMENT TO PROVIDE (Insert Title of Products)

This Agreement (the "Agreement") is entered into as of this (insert Date) (the "Effective Date"), by and between (insert Company name), a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a political subdivision of the State of North Carolina (the "City").

Statement of Background and Intent

- A. The City issued An Invitation to Bid (ITB Number) dated requesting bids from qualified firms to provide the City with (insert product/service description) 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 # on (insert date). This bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."
- C. The City awarded this contract on , 20 to Company to provide (insert product/service description) 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 Agreement, 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 Agreement and incorporated into and made a part of this Agreement by reference:

Exhibit A: Scope of Work and Contract Pricing

Exhibit B: Company's Bid Response

Exhibit C: ITB # (insert bid number)

Each reference to the Agreement shall be deemed to include all Exhibits. Any conflict between language in an Exhibit to this Agreement and the main body of this Agreement shall be resolved in favor of the main body of this Agreement. Each reference to Grainger in the Exhibits and Appendices shall be deemed to mean the Company.

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2. **DEFINITIONS.** The following terms shall have the following meanings for purposes of this Agreement (including all Exhibits):
- 2.1. **AGREEMENT AND CONTRACT.** The term “Agreement” and “Contract” shall mean this Agreement including all Attachments and exhibits, ITB # [REDACTED], all subsequent Addenda issued in connection with the ITB, the Company’s bid response dated [REDACTED] as referenced and incorporated herein.
 - 2.2. **DOCUMENTATION.** The term “Documentation” shall mean all written, electronic, or recorded works, and all enhancements and updates thereto, that describe the use, functions, features, or purpose of the Products and Services, including without limitation all functional and technical specifications, end user manuals, guides and other materials which relate to the Products and Services, or which are necessary for the City to fully utilize the Products and Services.
 - 2.3. **DELIVERABLES.** The term “Deliverables” shall mean all equipment, materials, drawings, data, wiring, cable, installation services, incidentals and all other items that the Company is required to complete and deliver to the City in connection with this Agreement.
 - 2.4. **DEFECT.** The term “Defect” shall mean any failure of the Products, or any component thereof, to conform fully to the Specifications and Requirements. Non-conformity is not a Defect if it results from the City’s misuse, improper use, alteration, or damage of the Products.
 - 2.5. **EFFECTIVE DATE.** The term “Effective Date” refers to the date this Agreement is fully executed by all parties to the Agreement.
 - 2.6. **PRODUCTS.** The term “Products” shall mean (insert product/service description) and all other related items and services provided by the Company as identified and described in this Agreement.
 - 2.7. **SERVICES.** The term “Services” shall include all services that the Company provides or is required to provide under this Agreement, including all Maintenance Services.
 - 2.8. **SPECIFICATIONS AND REQUIREMENTS.** The term “Specifications and Requirements” shall mean all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Products and Services which are set forth or referenced in this Agreement, including all Exhibits, Documentation, and any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Products.
3. **TERM.**
The initial term of this Agreement will be for one year from the Effective Date with an option to renew for two (2) additional one-year terms. This Agreement may be extended only by a written amendment to the contract signed by both parties.
4. **GENERAL DESCRIPTION OF PRODUCTS AND SERVICES.**

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The Company shall provide new (insert product/service description) per bid specifications and in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in this Agreement.

5. **PRODUCT PURCHASE AND DELIVERY.**

5.1 *PURCHASE ORDERS.* The City shall issue purchase orders to the Company for quantities as needed during the term of the contract. **(REMOVE IF NOT APPLICABLE)**

5.2 *DELIVERY SCHEDULE.* The Company shall deliver all Products and Services described in this Agreement in accordance with the bid Specifications and Requirements or as stated on each Purchase Order issued.

6. **COMPENSATION.**

6.1 The City shall pay the Company for materials, supplies, equipment, apparatus and services delivered in accordance with the Specifications and Requirements of this Agreement at the **unit prices** submitted in the Bid response and incorporated into this Agreement as Exhibit A. This amount constitutes the maximum fees and charges payable to the Company in the aggregate under this Agreement and will not be increased except by a written amendment duly executed by both parties.

OR ... for a lump sum total:

The City shall pay the Company a total sum of insert dollar amount in words(\$_____)for materials, supplies, equipment, apparatus and services delivered in accordance with the Specifications and Requirements of this Agreement and in accordance with the Scope of Work included in this Agreement as Exhibit ____ . This amount constitutes the maximum fees and charges payable to the Company in the aggregate under this Agreement and will not be increased except by a written amendment duly executed by both parties.

OR ... for a not to exceed amount based on scope of work:

The City agrees to pay the Company for the Products and Services as set forth in **Exhibit ____**, provided that the total amount payable under this Contract shall not exceed insert dollar amount in words(\$_____). This amount constitutes the maximum fees and charges payable to the Company in the aggregate under this Agreement and will not be increased except by a written amendment duly executed by both parties.

6.2 The City shall not pay invoices submitted later than sixty (60) days after the final delivery of any goods, materials, equipment or completion of required services as outline in this Agreement and any Milestone Payment Plan included as Exhibit ____.

6.3 Price Adjustments.

6.3.1 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 adjustments shall be made to compensate the Company for inefficiency in operation or for additional profit.

6.3.2 The Company shall submit a written request including written documentation sufficient to demonstrate that the increase is necessary

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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 bid. All request must be submitted to:

City of Charlotte
BSS/Procurement Services Division
600 East Fourth St.
Charlotte, NC 28202

6.3.3 The City may approve requested price increase for the remaining term of the Contract or for a shorter specified period in the City's sole discretion. If the City rejects proposed price increases, the Company shall continue performance of the Contract.

6.3.4 If the industry market prices should decrease, the equipment and services shall be provided at the lower discounted price.

7. **BILLING.**

Each invoice sent by the Company shall detail all items delivered which are necessary to entitle the Company to the requested payment under the terms of this Agreement. The Company shall mail all invoices to:

City of Charlotte
Finance - Accounts Payable
600 East 4th St.
Charlotte, NC 28202

The City will pay all accurate, properly submitted, uncontested invoices within thirty (30) days of receipt. Proposals may include an incentive discount for early payment. Invoices must include state and local sales tax.

8. **REPORTING.**

8.1 The Company shall furnish monthly/quarterly and annual usage reports showing a summary of the ordering and/or history of each City department for the previous reporting period to the Procurement Services Division. The report must show at minimum, description and total quantity of each item ordered during the reporting period by City agency, and total dollars per agency and Citywide.

8.2 Environmental Reporting: The usage reports must include an itemized listing of all items purchased that contain any environmental attributes identified in ITB # [REDACTED], the Company's bid response, and as incorporated into the scope of work included in this Agreement as Exhibit _____. The City of Charlotte reserves the right to request additional information, if required, when reviewing contract activity.

9. **GENERAL WARRANTIES.**

Company represents and warrants that:

9.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of North Carolina, and is qualified to do business in North Carolina;

9.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

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- 9.3 The execution, delivery, and performance of this Agreement have been duly authorized by Company;
- 9.4 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 Agreement;
- 9.5 In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 9.6 The Company shall not violate any agreement with any third party by entering into or performing this Agreement.
10. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.**
Company represents warrants and covenants that:
- 10.1 The Services shall satisfy all requirements set forth in this Agreement, including but not limited to the attached Exhibits;
- 10.2 All work performed by the Company and/or its subcontractors pursuant to this Agreement shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 10.3 Neither the Services, nor any Deliverables provided by the Company under this Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 10.4 The Company has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under this Agreement by virtue of interruptions in the computer systems used by the Company.
11. **TERMINATION.**
- 11.1 *TERMINATION WITHOUT CAUSE.* The City may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the Company.
- 11.2 *TERMINATION FOR DEFAULT BY EITHER PARTY.* By giving written notice to the other party, either party may terminate this Agreement 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 Agreement, provided that, unless otherwise stated in this Agreement, 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

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- (b) The other party attempts to assign, terminate or cancel this Agreement 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 Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

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

11.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Agreement 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 Agreement, Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or
- b) The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

11.4 CANCELLATION OF ORDERS AND SUBCONTRACTS. In the event this Agreement is terminated by the City/County for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the services performed under this Agreement to the date of termination.

11.5 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Agreement shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City/County, 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.

- 11.6 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Agreement, 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) deliver to the City all Work Product; (c) allow the City or a new service provider access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate the Services to a new service provider; and (d) refund to the City all pre-paid Warranty Fees (other than pre-paid Warranty Fees for the then current year).
- 11.7 **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 Agreement, the Company agrees that it will not terminate this Agreement 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.
- 11.8 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Agreement on behalf of the City.
- 11.9 **AUDIT.** During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the City/County 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 Agreement or the City/County's payment obligations. The City/County 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/County in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City/County for the cost of the audit.
12. **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Agreement, the Company shall cooperate with the City to assist with the orderly transfer of the 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 service providers and subcontractors of the Company of transition activities;
 - c. Performing the transition service plan activities;

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- 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.
13. **AMENDMENTS.** In the event changes to the Agreement become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references and is attached to this Agreement (an "Amendment"). The Amendment shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on any associated price.

In the event either party desires an Amendment, the party shall submit to the other party a proposed change. If the receiving party does not accept the Contract Amendment in writing within ten (10) days, the receiving party shall be deemed to have rejected the proposed change. If the parties cannot reach agreement on a proposed change, the Company shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

Amendments that involve or increase in the amounts payable by the City may require execution by a Key Business Executive, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.

14. **INDEMNIFICATION.** The Company shall indemnify, defend and hold harmless the City and the City's officers, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) copyright, trademark or patent infringement or other infringement of proprietary rights with respect to any of the Products or Services delivered to the City pursuant to this Agreement ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Agreement; or (iii) arising from the Company's failure to perform its obligations under this Agreement, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Agreement, 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 a Company employee or subcontractor is an employee of the City, including claims relating to worker's compensation, failure to withhold taxes and the like.

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 System or any component thereof shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding

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sentence within thirty 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 Agreement, other than Extended Maintenance Fees.

15. **INSURANCE.** Throughout the term of this Agreement, 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 Agreement, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate this Agreement immediately upon written notice to the Company.

15.1 General Requirements.

- (a) The Company shall not commence any work in connection with this Agreement 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.
- (b) 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 this Agreement and shall name the City as an additional named insured under the commercial general liability.
- (c) The City shall be exempt from, and in no way liable for any sums of money which 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.

15.2 Types of Insurance. The Company agrees to purchase and maintain during the life of this Agreement with an insurance company, acceptable to the City, authorized to do business in the State of North Carolina the following insurance:

- (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 - bodily injury and property damage.
- (b) **Commercial General Liability.** Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Agreement, from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are 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

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combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Agreement.

- (c) Workers' Compensation Insurance. The Company shall meet the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Agreement. Certificates of all required insurance shall be furnished to the City and shall contain the provision that the City will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring company.

- 16. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement 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 Agreement.
- 17. **SUBCONTRACTING.** The Company shall not subcontract any of its obligations under this Agreement 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 Agreement. Any subcontract entered into by Company shall name the City as a third party beneficiary.
- 18. **NON-DISCRIMINATION.** The City has adopted a Commercial Non-Discrimination Policy that is described in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). The Company agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a 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 Agreement and may result in termination of this Agreement, disqualification of the Company from participating in City contracts or other sanctions.

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As a condition of entering into this Agreement, the Company agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Agreement; 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 Company has used on City contracts in the past five years, including the total dollar amount paid by Contractor 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 as set forth in Section 2, Article V of the City Code, 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 understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

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

19. **AUDIT.** During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the City shall have the right to audit, either itself or through a third party, the books and records (including but not limited to the technical records) of the Company in connection with this Agreement, to ensure the Company's compliance with all the terms and conditions of this Agreement or the City's payment obligations.
20. **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.
21. **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.
22. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:

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Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

Make a good faith effort to continue to maintain a drug-free workplace for employees; and

Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be ground for suspension, termination or debarment.

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

For The Company:	For The City:

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	Phone:
	Fax:
	E-mail:
With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704.336.3012
	Fax: 704.336.8854
	E-mail: cwhite@ci.charlotte.nc.us

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.

24. MISCELLANEOUS

- 24.1 ENTIRE AGREEMENT. This Agreement, (including all Exhibits) and the Confidentiality Agreement 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 Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.
- 24.2 AMENDMENT. No amendment or change to this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.
- 24.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said 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.
- 24.4 BINDING NATURE AND ASSIGNMENT. This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement 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 25.10 constitute an assignment.
- 24.5 FORCE MAJEURE. Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this Contract, and such

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failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied:

- (a) if such failure or delay:
 - i. could not have been prevented by reasonable precaution;
 - ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
 - iii. 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.
- (b) An event which 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 Service Provider 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 Service Provider continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- (c) Upon the occurrence of a Force Majeure Event, the Service Provider shall immediately notify the County by telephone (to be confirmed by written notice within two (2) 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 Service Provider from performing its obligations for more than five (5) days, the County shall have the right to terminate this Agreement by written notice to the Service Provider.

- 24.6 Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse the Service Provider from the performance of its obligations under this Agreement.

An event which 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 this Agreement by written notice to the Company.

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- 24.7 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 24.8 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Agreement or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, 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.
- 24.9 WAIVER. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
- 24.10 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 Agreement 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 Agreement, 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.
- 24.11 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Agreement.
- 24.12 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 Agreement 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

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Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

24.13 **TAXES.** The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services.

24.14 **WAIVER OF RIGHT TO JURY TRIAL.** The City and Company waive and will waive all rights to have a trial by jury in any action, proceeding, claim or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way related to or connected with this Agreement.

25. **NON-APPROPRIATION OF FUNDS.**

If City Council does not appropriate the funding needed by the City to make payments under this Agreement 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 Agreement 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 Agreement.

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

(INSERT COMPANY NAME)

BY: _____

TITLE: _____

ATTESTED:

CITY OF CHARLOTTE
CITY CLERK'S OFFICE

CITY OF CHARLOTTE

BY: _____

BY: _____

TITLE: _____

This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act. (Finance signature not required if purchase orders will be issued and this section can be deleted or N/A entered into the lines below)

4.0 CITY OF CHARLOTTE
FINANCE DEPARTMENT

BY: _____
(signature)

TITLE: _____

EXHIBIT A
Scope of Work

The Company shall furnish all Product, Services and supplies necessary to achieve full compliance with the Specifications and Requirements of ITB # _____. The fact that a particular service, Product component or material is not listed does not release the Company from its obligation to provide it, if such service, component or material is necessary to provide the Products so that it fully complies with the Specifications and Requirements.

1. Delivery schedule or specific instructions per Section _____ ;
2. Training
3. Reports (monthly/quarterly/annual, etc)
4. Payment schedule (if deposit or milestone payments are required)

EXHIBIT B

This Exhibit is incorporated into and made a part of this Agreement (the "Agreement") between the City of Charlotte, (the "City") and _____ (The "Company") Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the main body of the Agreement.

Company's Response to ITB # _____, dated _____ is not attached but is incorporated by reference.

Exhibit C

This Exhibit is incorporated into and made a part of this Agreement (the "Agreement") between the City of Charlotte, (the "City") and _____ (The "Company") Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the main body of the Agreement.

Invitation to Bid # _____ for _____ is not attached but is incorporated herein.