INVITATION TO BID

CONFINED SPACE ENTRY EQUIPMENT

ITB # FY27-ITB-02

CHARLOTTE WATER

CITY OF CHARLOTTE
NORTH CAROLINA

OCTOBER 9, 2026

CITY OF CHARLOTTE - CHARLOTTE WATER
5100 BROOKSHIRE BLVD., 2ND FLOOR
CHARLOTTE, NORTH CAROLINA 28216

Date: **October 9, 2026** Bid Number: **FY27-ITB-02**

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

CONFINED SPACE ENTRY EQUIPMENT

This letter extends an invitation for the submission of a Bid to supply Charlotte Water with apparatus, supplies, materials, equipment, and/or services as indicated above. Charlotte Water uses an eProcurement Portal ("Procurement Portal" - https://charlottenc.bonfirehub.com) to accept and evaluate bids digitally. Bids must be submitted electronically through the Procurement Portal on or before the Bid Due Date to be accepted. Bids will be opened (unsealed electronically) at the time and place indicated and, unless obviously non-responsive, read aloud publicly.

As a courtesy, the public may view the bid opening virtually. Refer to Section 1.8 for additional information.

All times stated herein shall refer to the Eastern Time Zone.

No Pre-Bid Meeting will be held for this procurement.

Any changes to the terms, conditions, or specifications stated in this ITB will be documented in a written addendum and will be posted on the Procurement Portal. Each Bidder is required to acknowledge receipt of all addenda. Please note that we may not consider any Bid that fails to acknowledge receipt of each issued addendum.

A response from your Company to this ITB would be appreciated. Questions should be submitted in writing through the **Vendor Discussions** section on the Procurement Portal.

Sincerely,

Elizabeth (Leigh) Murray
Procurement Officer

Checklist for Submitting a Bid:

Step 1 **Read the document thoroughly.**

Step 2 Review the solicitation timeline and upcoming events in the Procurement Portal, and download copies of any documents if you plan to submit a Bid.

Step 3 Submit any questions via the Vendors Discussion Section in the Procurement Portal by the deadline(s) noted for the solicitation.

Step 4 Conduct a thorough review of the Sample Contract. Any exceptions to the Sample Contract must be uploaded in Word format (with redlines/tracked changes) or, alternatively, submit an "Exceptions Form." An "Exceptions Form" template is found under the Public Files in the Procurement Portal.

Step 5 Monitor the Procurement Portal for any addendums and responses to questions.

If you plan to submit a Bid, you must submit all required documents and respond to all questions within the Procurement Portal for the ITB.

If awarded a contract, your company must provide an insurance certificate(s) that meets or exceeds the requirements outlined in the Sample Contract.

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INSTRUCTIONS TO BIDDERS

1.1. Review and Comply:

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

1.2. Definitions:

Addendum:	Refers to any and all modifications or additions to this Invitation to Bid issued in writing by Charlotte Water Procurement.
Bid:	Refers to a bid submitted by a company in response to this Invitation to Bid. A Bid shall be submitted on the Procurement Portal.
Bid Response Forms:	Refers to the forms that a Bidder is required to complete and return as its Bid, as included in the Public Files on the Procurement Portal.
Bidder:	Refers to a person or entity that submits a Bid.
Business Days:	Monday through Friday, excluding City-Observed Holidays.
Charlotte Water Project Manager:	City staff responsible for ordering Products and Services, as well as performing other end-user duties under the eventual contract.
CBI:	Refers to the Charlotte Business INClusion office of the City of Charlotte.
CCPA:	Refers to the Charlotte Cooperative Purchasing Alliance.
Charlotte Combined Statistical Area (CSA):	Refers to the area consisting of the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union, and the South Carolina counties of Chester, Lancaster, and York; criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
City:	Refers to the City of Charlotte, North Carolina.
City Observed Holidays:	The City observes the following holidays, which are subject to change throughout the Contract term: New Year's Day, Dr. Martin Luther King, Jr. Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after, and Christmas Holiday plus one additional day.
Company:	During the solicitation process, refers to a company interested in providing the Products and Services. The solicitation process refers to a company that enters into a Contract with the City for all or part of the Products and Services covered by this ITB.
Contract:	A Bidder agrees to provide all or part of the Products and Services to the City. A Contract shall include the Terms and Conditions set forth in the Sample Contract provided in the Public Files on the Procurement Portal.
Department:	Charlotte Water, a City of Charlotte department.

Procurement:	Refers to the City of Charlotte's Department of Contracting & Procurement.
Products:	Refers to all products that the Bidder agrees to provide to the City as part of its Bid.
Services:	Refers to all services that the Bidder agrees to provide to the City as part of its Bid, including but not limited to training, warranty, and maintenance.
Small Business Enterprise (SBE):	Refers to a business enterprise certified by the City of Charlotte's CBI Policy as meeting all of the requirements for SBE certification.
Specifications:	Refers to the written description of the functions or features of the Products and Services for which the City seeks bids, as shown in Section 3.
Terms and Conditions:	Refers to the City's standard contractual terms and conditions as outlined in the Sample Contract.

1.3. Contract Documents:

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

1.4. Exceptions:

Each Bid submitted in response to this ITB constitutes a binding offer to comply with all terms, conditions, special conditions, specifications, and requirements stated in this ITB (including but not limited to the Terms and Conditions), except to the extent that a Bidder takes exception to such provisions in the manner required by this Section. To take exception to a provision of this ITB or Sample Contract, the Bidder must either upload a redlined version or an "Exceptions Form" via the Procurement Portal identifying each exception. Exceptions should clearly identify the following items: (1) indicate the number and title of each section of this ITB that the Bidder takes exception to; (2) identify the specific sentence within such section that the Bidder takes exception to; and (3) include any alternate provision proposed by the Bidder.

If exceptions are not identified by way of an uploaded redline version or by way of an Exceptions Form, then they may not be considered during Contract negotiations. Bidders are also reminded that a material variance from the terms of this ITB may result in the Bid being rejected by the City.

1.5. Multiple/Alternate Bids:

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

1.6. How to Prepare Bid Responses:

All bids shall be prepared as follows:

- Complete the Bid Response Forms provided in the Procurement Portal under the "Requested Information". Bid responses must be submitted only on these forms.
- Bid responses must be typewritten and signed by the Bidder or the bidding firm's authorized representative. All erasures or corrections must be initialed and dated by the person who signs the Bid Response Form on behalf of the Bidder.

- Bids must be accompanied by accurate descriptions of the exact materials, supplies, vehicles, and/or equipment offered for purchase. The Specifications may require copies of detailed factory specifications, ratings, technical data, etc., be submitted along with the Bidder's response package.

1.7. How to Submit Bid Responses:

All Bidders shall:

- Submit their electronic Bid proposal via the eProcurement Portal at https://charlottenc.bonfirehub.com no later than **Tuesday, October 20, 2026, at 2:00 p.m. EST.** The original Bid shall be complete and unabridged and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information. When received, all Bids and supporting materials, as well as correspondence relating to this ITB, shall become the property of the City.

Bids not received by the time and date specified in this section will not be considered unless the delay results from the negligence of the City, its agents, or assigns.

1.8. Bid Opening:

1.8.1 The bid opening will be conducted via Microsoft Teams. Bids will be opened publicly via the rocurement Portal at the time and place indicated in Section 1.30 and, unless obviously non-responsive, read aloud publicly. Instructions to use Microsoft Teams are below.

1.8.2 As a courtesy, the public may also view the bid opening virtually by calling 1-872-256-4172 (access code: 496 519 012#) or by visiting the Microsoft Teams link – Join the meeting now.

Meeting ID: 269 838 656 260 090

Passcode: Qn7N4dU9

1.8.3 Charlotte Water is not responsible for technical difficulties experienced by those attending virtually and will proceed with opening bids in accordance with this Section 1.8.

1.9. Trade Secrets and Personal Identification Information:

Definition

Upon receipt by City Procurement, all materials submitted by a Bidder (including the Bid) are considered public records except for: (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secrets"), or (2) "personal identification information" protected by state or federal law, to include, but not be limited to, Social Security numbers, bank account numbers, and driver's license numbers ("Personally Identifiable Information" or "PII").

Instructions for Marking and Identifying Trade Secrets

If any Bid contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified in accordance with this Section by clearly separating them from the rest of the Bid and marked either "Personally Identifiable Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." This confidentiality caption must appear on each page of the Trade Secret or PII materials, and the document(s) must be submitted separately in the Procurement Portal.

Availability of Bids to City Staff and Contractors

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

Availability of Bids via Public Records Requests

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

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

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

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

1.10. Questions:

Bidders can ask questions about this ITB by submitting a question in writing under the **Vendor Discussion** section on the Procurement Portal. Other than these permitted questions, Bidders should refrain from contacting City staff prior to the Bid opening date. **The City is not bound by any statements, representations or clarifications regarding this ITB other than those provided in writing by the Procurement Officer.**

Questions should reference the ITB page and topic number. Questions must be submitted by **5:00 p.m. EST on Wednesday, October 14, 2025.**

The City will post answers to questions posed by prospective Bidders and/or general information concerning this ITB in the form of an addendum to the ITB on the Procurement Portal. The prospective Bidder is responsible for checking the Procurement Portal for any addenda issued for this ITB.

A Pre-bid Conference will not be held for this solicitation.

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

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

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

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

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

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

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

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

1.14. City's Rights and Options:
The City reserves the following rights, which may be exercised at the sole discretion of the City of Charlotte:

- to supplement, amend, substitute, or otherwise modify this ITB at any time;
- to cancel this ITB with or without the substitution of another ITB;
- to take any action affecting this ITB, this ITB process, or the Products or Services subject to this ITB that would be in the best interests of the City;
- to issue additional requests for information;
- to require one or more Bidders to supplement, clarify, or provide additional information in order for the City to evaluate the Bids submitted;
- to conduct investigations concerning the qualifications and experience of each Bidder;
- to change the Bid opening date or any other dates relevant to this ITB;
- to waive any defect or irregularity in any Bid received;
- to reject any or all Bids;
- to award all, none, or any part of the items that are in the best interest of the City, with one or more of the Bidders responding, which may be done with or without re-solicitation; and
- to enter into any agreement deemed by the City to be in the City's best interest, with one or more of the Bidders responding.

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

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

1.17. Charlotte Business INClusion Program:
Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the CBI program seeks to enhance competition and participation of Small Business Enterprises (SBEs) in City contracting. To accomplish this, the City has examined its procurements and set

specific SBE participation goals on a contract-by-contract basis. In addition, CBI makes a concerted effort to expand its certified SBE vendor pool and assist city-certified firms in growing, enhancing, and developing their businesses. CBI offers numerous development programs supporting certified businesses in organizational training, strategic development, and networking opportunities.

The CBI Policy and CBI Manual are posted online here: www.charlottebusinessinclusion.com.

To determine whether disparities exist in City contracting based on race-neutral and gender-neutral factors, and also to measure the effectiveness of the City's Charlotte Business INClusion ("CBI") Program, the City tracks the utilization of subcontrators and suppliers on specific City contracts based on race-neutral and general-neutral small business enterprise status (SBE). It is important that the City obtain this data only City-certified SBE suppliers and subcontractors and also for other subcontractors and suppliers. As a condition for receiving payments under this Contract, the Bidder agrees to submit any payment record into InclusionCLT, or any subsequent system designated by the City, detailing the amounts paid by the Consultant to all subconsultants and suppliers receiving payment in connection with this Contract.

City-certified SBE firms can be found in the City's InclusionCLT system: https://charlotte.diversitycompliance.com/.

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

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

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

1.20. Anti-lobbying Provision:
Maintaining the integrity of its ITB process is of paramount importance for the City. 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.

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

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

1.23. To Submit a Proposed Alternate Product In Lieu of a Specified Brand:
No alternate products will be considered for this contract.

1.24. Statutory Requirements:

Any Bid submitted in response to this ITB shall be deemed to include full conformance with all North Carolina statutory requirements and the Federal Government's statutory requirements, to the extent applicable. It is the responsibility of each Bidder to conduct its due diligence as to what statutory requirements may apply.

1.25. Guarantor:

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

1.26. Award Criteria:

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

1.27. Contract Award by Charlotte City Manager:

The Contract to be awarded under this ITB must be approved by the Charlotte City Manager. If such approval is granted, City Procurement will provide the Contract to the Bidder for the Bidder to sign and return. In the event City Manager approval is not received within one hundred eighty (180) calendar days after opening of the Bids, the Bidder may request that it be released from the Bid.

1.28. Procurement Schedule

The following chart shows the schedule of events for the conduct of this ITB. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
October 9, 2026	*Issuance of ITB.* The City issues this ITB.
October 14, 2026	*Final Submission of Written Questions.* Final questions due no later than 5:00 p.m.
October 20, 2026	*Bid Submission and Bid Opening.* Bids are due by 2:00 p.m. EST on October 20, 2026. Please arrange for electronic bid delivery per instructions in Section 1.7. All Bids will be opened and publicly read aloud at 5100 Brookshire Blvd., Charlotte, NC 28216 in the 1st Floor Conference Room and via Microsoft Teams. Late submissions will not be accepted.
October 22, 2026	*Bid Evaluation.*

November 15, 2026	*Anticipated Contract Effective Date: The company begins providing the products and/or services*.
November 2026	*Post Award Meeting*. If needed, the City and Company will meet to discuss the performance of the new Contract.

1.29. Post-Award Conference:

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

TERMS AND CONDITIONS

Each Bid submitted in response to this ITB constitutes an offer to become legally bound to a Contract incorporating terms and conditions outlined in Section 2 and the Sample Contract's Terms and Conditions. For purposes of this Section, a Bidder that enters into a Contract with the City may be referred to as the "successful Bidder" or the "Company."

2.1. Contract Types:

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

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

2.2. Terms of Contract:

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

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

2.3. Notice to Proceed:

The successful Bidder shall not commence work or make shipment under this ITB until duly notified by receipt of an executed Contract from the City and/or through a Purchase Order (PO). If the successful Bidder commences work or makes shipment before that time, such action is taken at the Bidder's risk, without any obligation of reimbursement by the City.

2.4. Delivery Time:

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

2.5. Prices Are Firm:

Each Bidder warrants the Bid price(s), terms, and conditions quoted in its Bid shall be firm for acceptance by the City for one hundred eighty (180) calendar days from the Bid opening date. Once an award is made and a Contract is in place, prices shall remain firm and fixed for the entire Contract period unless otherwise allowed in the Purchase Terms of the Sample Contract.

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

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

2.8. Inspection at Bidder's Site:

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

2.9. Certification of Independent Price Determination:

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

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

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

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

2.10. Insurance:

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

SPECIFICATIONS

3.1. Background:

Charlotte Water is the largest public water and wastewater utility in the Carolinas, serving more than a million customers in the City of Charlotte and greater Mecklenburg County, including the towns of Matthews, Mint Hill, Pineville, Huntersville, Davidson, and Cornelius. The utility is responsible for over 4,000 miles of water mains and over an additional 4,000 miles of wastewater mains. Maintaining this infrastructure often requires Charlotte Water staff to work in confined spaces, thus creating a need to acquire and maintain confined space entry equipment, as well as train staff on how to use the equipment. Charlotte Water does not have a complete inventory of all Product owned.

3.2. Scope:

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

All Products and component parts furnished under the Contract shall be new, shall comply with the specifications and terms and conditions outlined in this ITB, and shall operate in full compliance with these Specifications. The Company shall provide Products to Charlotte Water employees for the use of confined space entry. Charlotte Water anticipates entering a contract with one Company.

The Company shall provide all Products and Services set forth in this Section in a mutually agreed-upon timely manner. This shall include providing all Products, repair services, training services, annual and as-needed inspections with reporting, fitting and tailoring services, account management, and other related services. The Company shall work with the Charlotte Water Project Manager to schedule inspection services at all Charlotte Water locations, including but not limited to:

Location Name	*Location Address*
Zone 1	11609 Hord Dr, Huntersville, NC 28078
Zone 2	5730 General Commerce Dr., Charlotte, NC 28213
Zone 3	12131 Park Rd., Charlotte, NC 28226
Zone 4	4100 W. Tyvola Rd, Charlotte, NC 28208
Brookshire Building	5100 Brookshire Blvd., Charlotte, NC 28216
Customer Service	2200 Executive Street, Charlotte, NC 28208
Franklin Water Treatment Plant (WTP)	5200 Brookshire Blvd., Charlotte, NC 28216
Vest WTP	820 Beatties Ford Rd, Charlotte, NC 28216
Lee S. Dukes WTP	7980 Babe Stillwell Rd., Huntersville, NC 28078
Environmental Services Facility (ESF)	4222 Westmont Dr., Charlotte, NC 28217
Catawba Pump Station	12548 Pump Station Rd., Charlotte, NC 28216
Mallard Creek Water Reclamation Facility (WRF)	12400 Highway 29 North, Charlotte, NC 28269
McDowell Creek Wastewater Treatment Plant (WWTP)	4901 Neck Rd., Huntersville, NC 28078

Sugar Creek Water Resource Recovery Facility (WRRF)	5301 Closeburn Rd., Charlotte, NC 28210
Irwin Creek Water Resource Recovery Facility (WRRF)	4000 Westmont Dr., Charlotte, NC 28217
McAlpine Creek Wastewater Management Facility (WWMF)	12701 Lancaster Hwy., Pineville, NC 28134
Stowe Regional Water Resource Recovery Facility	1450 Belmeade Drive, Charlotte, NC 28214

3.3. Manufacturer/Model:

Products identified by manufacturers (brands)/models have been tested and evaluated by Charlotte Water and determined to be the best Products for the Department. Bid responses offering manufacturers/models other than the stated will not be considered.

3.4. Quantities:

Charlotte Water does not guarantee quantities and will purchase quantities of Products according to actual need during the term of the Contract. The quantities listed in this ITB are estimates only and may differ substantially from the actual quantities ordered. Multiple orders will be placed on an as-needed basis during the term of the Contract.

3.5. Product Specifications:

Refer to ““FY27-ITB-02 Exhibit A - Pricing Schedule” for a complete listing of Products required, by description, brand, and model number. Charlotte Water acknowledges that the model numbers of the required Product may change during the eventual Contract, although the Product remains wholly the same. For example, Item A is colored orange, and its model number is 12345. The manufacturer changes the color of Item A to a brighter orange. Although Item A remains wholly the same Product, its new model number due to this change is 23456.

As such, the model numbers detailed in this ITB shall be updated to reflect the most recent manufacturer updates. Should a Product update require a Unit Price increase and/or is no longer wholly the same Product, the guidelines in Section 3.15 shall be followed. Additionally, Charlotte Water reserves the right to continue purchasing the model numbers specified, so long as the Product remains available.

3.6. Alternate Products:

Please refer to Section 1.23 for complete details regarding the submittal of Alternate Products.

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

3.7. Warranty:

All Products supplied under the Contract shall be covered by a manufacturer’s written guarantee and/or warranty that such Products will be free from defects in materials, workmanship, and performance for a minimum of one year, merchantable, and in full conformity with the Specifications outlined in this ITB, industry standards, dimension charts, and Bidder's descriptions, representations and samples. The Company shall administer the warranty on Charlotte Water’s behalf and shall ensure that the manufacturer repairs or replaces all Products that violate either the above warranty or the applicable manufacturer’s warranty at no charge to Charlotte Water.

3.7.1 The Company shall provide the Charlotte Water with a copy of the manufacturer's written warranty for each item of equipment upon request.

3.7.2 The manufacturer shall be responsible for paying all shipping and crating costs associated with warranty repairs.

3.8. Installation:

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

3.9. Pricing:

3.9.1. Bids shall be submitted as a fixed unit price per item that includes shipping and delivery, any discounts, vendor markup/profit, item cost, and storage. No other charges are allowed.

3.9.2. No minimum ordering thresholds, by Product or by order, shall apply.

3.9.3. Charlotte Water seeks the ability to purchase all Products and Services from one Company. Thus, Bidders should be able to supply all Products and Services. Bids with no-bid Products and/or Services will not be evaluated for award, barring extenuating circumstances (e.g. every bid "no-bid's" the same Product or Service), in which case Charlotte Water may address by exception.

3.9.4. Occasionally, Charlotte Water may order additional Product not identified in this ITB, such as pursuant to a Product's stock status or unique project needs. Pricing for such Products may be offered to Charlotte Water on a quote basis using a discount off the Company's list price. Due to the low volume of Products ordered via this method, the percentage discount will not be considered when evaluating Bids for the lowest responsive and responsible Bidder. The Company shall provide a 10% discount off its list price unless a different percentage discount is provided in its bid.

3.9.5. Charlotte Water intends to award one contract pursuant to this ITB, awarding to the lowest responsive and responsible Bidder using the Total Bid Price. Thus, Bidders shall submit pricing for every item constituting the Total Bid Price within the "FY27-ITB-02 Exhibit A - Pricing Schedule" for their Bid to be considered responsive and eligible for award. The Total Bid Price is the sum of all Products' extended prices. Blank item Unit Prices constituting the Total Bid Price shall be deemed as $0.

3.9.6. The Loaner Product Rental and the Training Session fees will not be considered when evaluating Bids for the lowest responsive and responsible Bidder, as Charlotte Water requires the ability to purchase such services, but they are infrequently used, or have not historically been utilized.

3.9.7. With their Bid, Bidders shall provide the model number(s) for the LAD Safety Cable Sleeves. If no model number is provided, the Company shall provide any model number(s) of Charlotte Water's choosing throughout the Contract term for the Unit Price stated in its Bid.

3.9.8. Ducting items shall include a carry case.

3.9.9. A fixed unit price per Product shall be submitted and must include shipping and delivery, any discounts, vendor markup/profit, item cost, storage, fitting and tailoring, and other factors that constitute a Product's price. No other charges shall be allowed.

3.9.10. Regardless of the type of Product, the Company shall charge a one-time flat fee per loaner Product provided to Charlotte Water. The Company shall provide loaner equipment at no cost unless a bid price is provided in its bid.

3.9.11. Due to the nature of its request, repairs shall be charged using a quote method priced on a case-by-case basis.

3.9.12. If the Company charges for training, such charge shall be per training session held by the Company, regardless of the number of attendees. The Company shall provide training at no cost unless a bid price is provided in its bid.

3.9.13. If the Company charges for inspections, such charge shall be per Product inspected.

3.9.14. Pricing shall not increase for at least the initial term of the Contract. The prices shall also not increase thereafter unless Charlotte Water approves a price adjustment in writing accordance with the price adjustment language in the Sample Contract's Pricing Schedule attachment.

3.10. Delivery:

All Products provided under this contract must be delivered to F.O.B. Destination within 10 Business Days from the placement of the order. Workdays are Monday through Friday, excluding recognized City holidays. Delivery and freight charges are to be included in the discount price. Failure to comply with this requirement shall be cause to terminate this contract unless such failure is confined to infrequent and isolated instances that do not involve major purchases.

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

Deliveries shall be made to the Charlotte Water location identified on the purchase order or as otherwise defined by the Charlotte Water Project Manager.

3.11. Delivery Personnel:

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

3.12. Invoices:

The Company must submit invoices weekly/monthly to the City's Finance department. Invoices must include the item number, description, unit cost, quantity, extended price, and contract or purchase order number of each item purchased. Every invoice must also include the City department and Charlotte Water division that placed the order and be submitted to the City of Charlotte Accounts Payable per the billing instructions of the subsequent Contract. Add specific requirements as needed (i.e., electronic billing, etc.)

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

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

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

3.13. 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 City's best interest.

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 City's best interest.

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

3.14. City Contracting Requirements:

Charlotte Water will enter into an Agreement written by the Charlotte Water with the successful Bidder that contains the terms and conditions outlined in this ITB and Sample Contract. Each Bidder must state 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 necessary by the Bidder. Charlotte Water will consider any such exceptions and proposed additions during the evaluation process. Any terms and conditions the Bidder does not expressly object to will be incorporated into the resultant Agreement. Notwithstanding the preceding, the Charlotte Water reserves the right to change the proposed contractual terms and conditions prior to contract award if it is in the Charlotte Water's best interest.

The terms and conditions outlined in this ITB are not all-inclusive. The Charlotte Water may propose additional terms and conditions based on the responses to this ITB and the Charlotte Water's analysis of the successful bid.

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

3.15. Items Under Contract:

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

3.16. Customer Service Representative:

The Company must dedicate a Full-Time "Account Executive" to service Charlotte Water. The account executive must be available by cell phone. The cell phone must be operational at all times. All communication via phone, email, etc., must be addressed with a response within two (2) business days. The account executive must be available to attend meetings regarding Product issues upon request. The account executive will be responsible for providing immediate response and quick resolution of all the service issues and complaints of City personnel. The account executive must have an in-depth knowledge of all items provided in this bid and have immediate access to

manufacturers providing the Product items. He or she must have the ability and authority to make decisions on behalf of their employer, enabling them to provide both routine and emergency services as necessary.

3.17. Permitting Responsibilities:
All permits and inspections are the sole responsibility of the successful Bidder.

3.18. No Limitations on Disclosure.
All Bidders agree that Charlotte Water shall be able to disclose and distribute to any persons or entities, without restriction, all Products, samples, and other Products provided during this bid process or under the Contract. The Company agrees that Charlotte Water can and will provide samples of the Products supplied under this Contract to the Company's competitors in any future procurement process.

3.19. City Department Participation:
Other Charlotte Water Divisions and Storm Water Services shall be permitted to purchase Product items defined in this Contract. The Company shall be responsible for obtaining valid identification of such employees and verifying that such individuals are employed by Charlotte Water and Storm Water Services and are authorized to make such purchases.

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

3.21. Placement of Orders:
All orders will be placed by Charlotte Water Project Managers on an as-needed basis for the quantity required at the time during the term of the Contract. Orders will be placed using a purchase order or another approved authorization method. Charlotte Water shall have the ability to place orders by phone and by email.

3.22. Reporting:
Inspection reports shall be promptly generated and emailed to the Charlotte Water Project Manager upon completion of each inspection. The report shall consist of, at minimum, the date, time, product information, and other relevant information in accordance with industry standards. Specific report formatting and contents may be required by the Charlotte Water Project Manager, as mutually agreed upon, throughout the Contract term.

Immediately upon the Company learning of a Product recall, the Charlotte Water Project Manager shall be informed via email, phone call, and/or text message.

3.23. Training:
The Company shall provide training to Charlotte Water employees that receive new Product, as requested by Charlotte Water. The training shall include how to use the Product and all of its functions and features. Training sessions shall be held as needed in accordance with a schedule mutually agreed to by both parties and performed in person at the request of Charlotte Water. Typical training sessions will include approximately 25 Charlotte Water employees, and multiple sessions may be required to accommodate different types of Product. For example, if Charlotte Water's Customer Service division orders winches and the Maintenance division orders tripod

pulleys, two training sessions may be required. Historically, training has been provided when significant change(s) to a Product occur.

3.24. Repairs:

3.24.1. The Company shall facilitate the repair process, between the Product manufacturer and Charlotte Water, for all Product that require repairs, whether within or outside of its warranty period.

3.24.2. Charlotte Water shall accept the repair quote prior to repair work commencing.

3.24.3. When Product requires repairs, the Company shall retrieve the Product from its Charlotte Water location within 24 hours of the Charlotte Water Project Manager's notification to the Company.

3.24.4. At the request of Charlotte Water, the Company shall provide a loaner Product of identical specifications to that of the Product being repaired, when a Charlotte Water-owned Product is taken out of service for repairs. Loaner Product shall be retained by Charlotte Water until such time that the Charlotte Water-owned Product is repaired, returned, and accepted by the Charlotte Water Project Manager. Historically, Charlotte Water has requested only a very limited number of loaner Products.

3.24.5. Should damage to the loaner Product be caused by Charlotte Water, the Company shall send an email to the Charlotte Water Project Manager immediately upon learning of such damage, to include the loaner Product details (e.g. model), evidence supporting that the damage was caused by Charlotte Water, damage specifics, and action required to rectify the damage. The Company and the Charlotte Water Project Manager shall mutually agree on any repair costs prior to submitting an invoice to Charlotte Water for reimbursement of damages. Damage reimbursement may be subject to following the City's process for insurance claims.

3.25. Inspections:

Bi-annual inspections shall be required on each Product throughout the term of the Contract, including any renewal options exercised. Inspections shall be scheduled by and/or with the Charlotte Water Project Manager in sufficient time as to ensure all Product is inspected no less frequently than every 6 months from its last inspection. In addition to biannual inspections, Charlotte Water may order Product inspections as needed and may request them monthly. Inspections shall be performed on site at each Charlotte Water location where the Product is stored.