NOTICE OF SOLICITATION
RFP# 2020-465
CHARLOTTE DEPARTMENT OF TRANSPORTATION (CDOT) CAMERA MAINTENANCE, INSTALLATION, AND REPLACEMENT

April 9, 2020

To All Potential Vendors:

The City of Charlotte is providing notice of the City’s intent to solicit proposals for the CDOT Camera Maintenance, Installation, and Replacement, Request for Proposals # 2020-465 (the “Solicitation”). Due to the fact that the Solicitation and associated specifications contain sensitive public security information, the public interest requires special security and confidentiality precautions. All interested vendors will be required to submit documentation, as detailed below, prior to receipt of any solicitation documents. Failure to provide such documentation will result in your firm being excluded from participation in this project.

Project Description:
This project consists of maintenance, installation, and replacement of CDOT traffic cameras. The services will include replacement of cameras that are no longer functioning, upgrading older analog cameras to digital, and camera dome cleaning and replacement of damaged parts. The contract duration is three (3) years with the potential for two (2) one-year renewals.

Confidential, Proprietary or Sensitive Public Security Information, as defined by law (“Sensitive Information”): This project involves Sensitive information. Vendors that wish to receive the Solicitation and related project documents must submit a properly completed Confidentiality and Non-Disclosure Agreement for Protection of Sensitive Information and all supporting documentation (the “Confidentiality Agreement”). The City must receive and approve a vendor’s Confidentiality Agreement and related documentation prior to providing the full Solicitation (including any specifications). The following forms are included in this notice and must be completed and returned for receipt by the City no later than the deadline designated in the schedule below:

1. Confidentiality and Non-Disclosure Agreement for Protection of Sensitive Information
2. Sensitive Information Access List
3. Vendor Information Form

These documents must be sent to the attention of Donna Johnson at the following email address by the due date and the original immediately mailed to the following:

City of Charlotte
Department of General Services – City Procurement
14th Floor Reception Desk
600 East Fourth Street
Charlotte, NC 28202
Attn: Donna Johnson
Phone: 704-336-4637
E-mail: ddjohnson@charlottenc.gov

Special Requirements: The project may be funded in part by a federal grant. Accordingly, the solicitation process and the successful vendor will be required to comply with applicable federal statutes and regulations, including the federal uniform guidance requirements stated in 2 C.F.R. Part 200.
Small / Minority / Women-Owned Businesses: The City’s Charlotte Business Inclusion ("CBI") program requirements will apply.

Vendor Eligibility / Debarment: An interested vendor must be in good standing with the federal government in order to participate in the Solicitation. Any firm that is debarred or excluded from doing business with the federal government will not be allowed to participate, and will not be considered for this contract award. The City will search the federal government’s System for Award Management ("SAM") to determine the eligibility of each firm interested in participating in this Solicitation. The City may also query the North Carolina Department of Administration (NCDOA) as well as other resources to determine vendor eligibility. The City will determine whether a vendor may participate in the Solicitation in its sole discretion.

Solicitation and Contract Schedule:

<table>
<thead>
<tr>
<th>DATE</th>
<th>EVENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 9, 2020</td>
<td><em>Notice of Solicitation Posted.</em> The City issues this Notice of Solicitation for interested companies.</td>
</tr>
<tr>
<td>April 15, 2020</td>
<td><em>Deadline for receipt of Confidentiality Agreement for Protection of Sensitive Information.</em> Completed forms must be received by City of Charlotte, Department of General Services - City Procurement no later than 5:00 PM, on Wednesday April 15, 2020</td>
</tr>
<tr>
<td>April 16, 2020</td>
<td><em>Issuance of Solicitation to Eligible Vendors.</em> The City issues the Solicitation to vendors that submitted the Confidentiality Agreement and related forms by the deadline above and whose eligibility to participate is verified by the City. Eligible vendor can receive the Request for Proposal via Confidential email.</td>
</tr>
<tr>
<td>April 30, 2020</td>
<td><em>Submission of Written Questions.</em> Participating vendors are permitted to submit written questions, but only for purposes of clarifying the Solicitation. All submissions must be e-mailed to Donna Johnson at the address provided above no later than 11:00AM, on April 30, 2020.</td>
</tr>
<tr>
<td>May 7, 2020</td>
<td><em>Proposal Submission.</em> Proposals are due by 11:00 AM, on May 7, 2020, with the City of Charlotte’s Department of General Services – Building Services, 531 Spratt Street, Charlotte, NC 28206.</td>
</tr>
<tr>
<td>May 11, 2020</td>
<td><em>Evaluation.</em> Proposals will be evaluated based on criteria included in the Solicitation.</td>
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<tr>
<td>TBD</td>
<td><em>Anticipated date for Contract Award.</em></td>
</tr>
<tr>
<td>TBD</td>
<td><em>Substantial Completion.</em> Project must be substantially complete by this date. This project contains interim milestones.</td>
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*Dates are subject to change. Participating vendors will be notified the change in dates through Addenda.

NOTE: Due to the critical nature of this project, the City will not grant requests for exceptions to the above-referenced deadlines. In order to be considered, the City must receive the vendor’s materials by the deadlines listed. Vendors are solely responsible for ensuring the timely delivery of their own materials to the City.
If you have questions or concerns regarding any aspect of this project, please feel free to contact the procurement officer listed above. Thank you in advance for your cooperation and understanding.

Sincerely,

Kay Elmore
Chief Procurement Officer

Attachments: Confidentiality Agreement for Protection of Sensitive Information
Sensitive Information Access List
Vendor Information Form
Confidentiality and Non-Disclosure Agreement for Protection of Sensitive Information
(“Confidentiality Agreement”)
RFP # 2020-465
CDOT Camera Maintenance, Installation, and Replacement (“Project”)

This Confidentiality Agreement is made by and between the City of Charlotte, North Carolina (“City”) and
____________________________________________________________ (“Firm”)

The Firm and employees with access to Project-related information (“Sensitive Information”) shall adhere to the confidentiality requirements set forth herein. Unless otherwise notified in writing by the City, the Solicitation and all related documentation received from the City shall be considered Sensitive Information.

CONFIDENTIALITY REQUIREMENTS
The Firm and its employees shall be subject to this Confidentiality Agreement and shall regard Sensitive Information as confidential under all circumstances without exception. The Firm shall comply with the following:

1. Use of Sensitive Information by the Firm will be strictly limited to the Project.
2. The Firm shall disclose all employees that will have access to the Sensitive Information on the Sensitive Information Access List, which is attached to this Confidentiality Agreement. The Firm shall allow only those employees listed on the Sensitive Information Access List to access Sensitive Information.
3. The Firm shall not disclose Sensitive Information to any third party unless: (a) the third party signs the form provided on the Sensitive Information Access List (which commits the third party to comply with the Confidentiality Agreement) or (b) the third party signs another confidentiality agreement in a form satisfactory to the City.
4. The Firm must apply the same or greater level of care to safeguard the Sensitive Information as applies to its own confidential information, but no less than a reasonable standard of care.

EXEMPTION OF SENSITIVE INFORMATION FROM PUBLIC RECORDS REQUIREMENTS
The North Carolina Public Records Act, N.C. Gen. Stat. 132-1 et seq., includes exemptions to protect certain types of information, including:

1. Trade Secrets, as defined by law;
2. Building plans and drawings of City-owned buildings or infrastructure, as well as specific details of public security plans and arrangements; and
3. Plans to prevent or respond to terrorist activity, including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure or information storage system(s).

RESPONSE TO DEMANDS FOR SENSITIVE INFORMATION
In the event that the Firm receives a subpoena, order or other document from any judicial, legislative, executive and/or administrative office or agency requiring the release of Sensitive Information under any circumstances or in any manner, the Firm shall refer the requestor to the City unless otherwise prohibited by law. The Firm shall immediately notify the City of the demand, and shall cooperate with and assist the City in seeking a protective order or other appropriate relief to prevent or restrict any disclosure of Sensitive Information to the fullest extent allowed by applicable law.

DATA PROTECTION MEASURES
Hard-copy data and files containing Sensitive Information stored or used by the Firm off-site shall be stored in a locked file cabinet in a restricted location (i.e., private office of an employee of the Firm who is subject to this Confidentiality Agreement). All Sensitive Information remains the property of the City. The Firm will return to the City all Sensitive Information the day after proposals are opened for the Project. The City may in its sole discretion direct the Firm to destroy all or any portion of Sensitive Information in the Firm’s possession and certify in writing that it has destroyed such Sensitive Information. The certification must be signed by an authorized employee or officer of the Firm who is subject to this Confidentiality Agreement and who has taken all necessary steps to confirm the destruction of the Sensitive Information in accordance with this Confidentiality Agreement.
REMEDIES
Unauthorized disclosure of Sensitive Information may result in irreparable harm to the City and to its critical facilities and infrastructure. The Firm and its employees subject to this Confidentiality Agreement therefore agree that in the event of a violation or threatened violation of this Confidentiality Agreement (and without limiting the rights and remedies of the City to seek damages), a temporary restraining order and/or an injunction to enjoin disclosure of Sensitive Information may be sought against the Firm and/or any employee(s) of the Firm who has (have) breached or threatened to breach this Confidentiality Agreement. The Firm and/or such employee(s) who has (have) breached or threatened to breach this Confidentiality Agreement agree(s) not to raise the defense that the City has an adequate remedy at law.

MISCELLANEOUS
The Firm and its employees subject to this Confidentiality Agreement may not assign any of their rights, duties or obligations under this Confidentiality Agreement without the prior written consent of the City. This Confidentiality Agreement may not be terminated or amended, except in writing signed by the Firm and the City.

The obligation to protect Sensitive Information as set forth in this Confidentiality Agreement is perpetual and shall not expire or be terminated except as expressly provided herein.

The City reserves the right to come onto the premises of any Firm in order to inspect and verify that the Firm has facilities and means necessary to secure the Sensitive Information as outlined in this Confidentiality Agreement. The City reserves the right to conduct background checks on any and all employees of the Firm and the Firm’s subcontractors at City’s expense.

The City’s failure to enforce or exercise any provision, right or option of this Confidentiality Agreement will not be construed as a present or future waiver of the same or any other provision, right or option of the City under this Confidentiality Agreement.

North Carolina law shall govern the interpretation and enforcement of this Confidentiality Agreement, and all legal actions or proceedings relating to this Confidentiality Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina.

This Confidentiality Agreement shall be effective upon signature by the below individual, who is authorized to bind the Firm.

[In addition to the information below, the Firm must complete the Vendor Information Form]

Firm Name:  
(Full Legal)  
Address:  

City:  State:  Zip:  

Phone:  
Fax:  

Email:  

Printed Name:  Title:  

Signature:  

_________________________________________
# SENSITIVE INFORMATION ACCESS LIST

This form must be used to track access to Sensitive Information by the Firm, as required by the Confidentiality Agreement for Protection of Sensitive Information (“Confidentiality Agreement”) between the City of Charlotte (“City”) and the Firm. This includes access by the Firm’s employees, suppliers, and subcontractors for the Project. The employee, supplier, or subcontractor must sign this form, agreeing to the terms set forth in the Confidentiality Agreement. Copy this form as needed. The Firm must supplement this list if new employees or entities will be given access to the Sensitive Information. The City reserves the right to reject any employee’s or entity’s access to Sensitive Information. Failure to properly complete and submit this form to may be grounds for rejection by the City.

**Firm Name (“Firm”):**

**Project Name:** CDOT CAMERA MAINTENANCE, INSTALLATION AND REPLACEMENT

**RFP Number:** 2020-465

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Title / Essential Responsibilities</th>
<th>Signature of Employee¹</th>
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<tbody>
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<td>2)</td>
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<td>5)</td>
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Note 1: By signing above, the listed employee agrees to be bound by the terms of the Confidentiality Agreement.

**Firm must submit suppliers and subcontractor’s information to City prior to proposal due date.**

<table>
<thead>
<tr>
<th>Entity Name #1 (to receive Sensitive Info.):</th>
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<tbody>
<tr>
<td>Address:</td>
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<tr>
<td>Phone:</td>
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<tr>
<td>Email:</td>
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</tr>
<tr>
<td>Representative Name:</td>
<td>Signature:²</td>
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</table>

<table>
<thead>
<tr>
<th>Entity Name #2 (to receive Sensitive Info.):</th>
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<td>Address:</td>
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<tr>
<td>Phone:</td>
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<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Representative Name:</td>
<td>Signature:²</td>
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Note 2: The representative who signs above certifies that the representative has the authority to sign on behalf of the entity. The representative further agrees that the entity will be bound by the terms of the Confidentiality Agreement.

Submit this form to:
City of Charlotte, Department of General Services - City Procurement, 600 East 4th St., 14th Floor Reception Desk, Charlotte, NC 28202, Attn: Donna Johnson; E-mail: ddjohnson@charlottenc.gov
The information below is required by the Confidentiality Agreement for Protection of Sensitive Information between the City of Charlotte and the vendor listed below. The vendor hereby certifies that this statement and the information contained herein are true, accurate and complete.

Legal name of firm: __________________________________________________________

Street Address: _____________________________________________________________

Mailing Address: ____________________________________________________________

City: ___________________________ State: ___________ Zip: ______________

Telephone: ______________________ Fax: _________________________________

E‐Mail: ________________________________________________________________

Primary Contact: __________________________ Secondary Contact: __________________

Type of Firm:  

☐ Sole Proprietor  ☐ Partnership  ☐ Corporation  ☐ LLC

Other (specify) __________________________________________________________

Corporate Information:

Date of Incorporation: __________________________ State of Incorporation: __________________

President’s Name: __________________________ Vice President’s Name: __________________

Secretary’s Name: __________________________ Treasurer’s Name: __________________

Dunn & Bradstreet #: ______________________________________________________

Name of Owner: __________________________________________________________

Authorized Signature: ____________________________________________________