



August 22, 2012

Christopher A. Brook
Legal Director
ACLU- NC
P.O. Box 28004
Raleigh, NC 27611-8004

RE: Request Regarding Automatic License Plate Readers

Dear Mr. Brook:

As I noted in my email to you of August 7, 2012, the Charlotte-Mecklenburg Police Department ("CMPD") has begun compiling the public records you requested regarding our use and purchase of Automatic License Plate Readers.

We are still in the process of compiling documents but in an endeavor to be timely in responding to your request, I have enclosed the following documents and will supplement as time allows:

1. The current CMPD Standard Operating Procedure dated 4/29/2011 consisting of 6 pages.
2. A 2 page Memorandum from then Captain Johnny Jennings dated 9/4/2009 regarding License Plate Reader Protocol.
3. A 5 page document (each page containing six powerpoint slides) entitled "An Introduction to ALPR, NDI Recognition Systems".
4. A 3 page document containing 14 powerpoint slides entitled "VeriPlate Basic Operating Instructions".
5. An Invitation to Bid issued by City of Charlotte Procurement Division for Tag Readers dated January 25, 2008. (2 pages.)
6. Instructions to Bidders and Required Forms consisting of 27 pages.
7. City Council Agenda reflecting approval of tag readers dated June 9, 2008. (one page)
8. Agreement to Provide Tag Readers between the City of Charlotte and Appian Technology, dated July 1, 2008 consisting of 17 pages.

Building Partnerships To Prevent The Next Crime.

Police Department • 601 East Trade Street • Charlotte, N.C. 28202-2940

9. First Amendment to Contract to Provide Tag Readers, dated July 1, 2011, renewing the original contract for one year, consisting of 2 pages.
10. Invoices, Purchase Orders, requisition request forms covering time period of 2007- 2012 consisting of 15 pages.
11. City Council Agenda request for purchase of license plate readers approved and dated March 26, 2012. (one page)
12. Second Amendment to Contract to Provide License Plate Readers consisting of 10 pages.
13. City Council Action Item for DNC dated 2/01/2011, consisting of one page.
14. Invoices, Purchase Orders, Requisition forms from May – July 2012, consisting of 18 pages.
15. One DVD reflecting the Tag Reader Training provided for CMPD officers in February 2011.
16. A draft revision of the current SOP for Automated License Plate Readers, consisting of 7 pages.
17. One page Agenda for ALPR Training for CMPD.
18. VISCE User Manual from NDI, consisting of 51 Pages.
19. VERIPlate ALPR System User Manual from NDI, consisting of 25 pages.
20. A 26 page document from NDIRS reflecting Statement of Work, Draft Project Plan, Pricing and Quotation and Hardware Specifications.
21. 3 (2 page) Quotes from ELSAG for Tag Readers.
22. 7 page comparison between NDI and ELSAG for equipment, fees, etc.

I should note that we are reviewing our current SOP including the data retention time frame. We welcome any input from your organization on that particular portion of the SOP as well as any concerns you may have regarding our policy and practice.

Please feel free to contact me at (704) 353-1062 if you have questions or concerns about these documents.

Sincerely,



Judith C. Emken

Encl.

	Charlotte-Mecklenburg Police Department		SOP
	Standard Operating Procedure	License Plate Reader	
		Effective Date 4/29/2011	1 of 6

I. PURPOSE

To establish guidelines for CMPD employees for the deployment, maintenance, training, data storage, and associated uses of license plate readers (LPR) used by CMPD. It is the purpose of these procedures to serve as a guide for the use of LPRs which collect and store large amounts of data (license plates, dates, times, and locations of vehicles) for future records management, analysis and dataset linking.

II. POLICY

LPR technology automates a process that, in the past, was conducted manually by officers, tag by tag, with much discretion. LPR is an information technology system with the capability for quick scanning and matching capabilities. In addition to recovering stolen vehicles, LPR data can be used to confirm a suspect's alibi or whereabouts at a particular date and time. Data may also be used for predictive purposes, i.e., to scan and record vehicular activity in high risk/crime locations and unusual patterns of traffic by one or multiple vehicles resulting in a heightened risk or concern that emerges from analyzing the data.

III. DEFINITIONS

- A. License Plate Recognition (LPR) system: Equipment consisting of camera(s), computer, and computer software used to automatically recognize and interpret the characters on vehicle license plates. The LPR can scan and read over 3,000 license plates per hour. Digital images captured by the cameras are converted into data, which is processed through the LPR system. This data is then compared against a list of license plates bearing some significance to the CMPD. If the information supplied via the LPR system alerts LPR Operators to an offense or relevant intelligence on a vehicle, the vehicles may be stopped to allow further investigation. Stored data may also be analyzed at a further date for investigative purposes.
- B. LPR Manager: Command staff level employee designated by the Chief of Police or designee who is responsible for the management of the LPR program including its administration, troubleshooting, training, repairing and coordinating all aspects of the LPR system.
- C. LPR-Generated Data: All information including GPS coordinates, date and time of a license plate reading, the optical character recognition interpreted data, and any LPR-generated digital photographic image(s) of the license plate and vehicle generated entirely through the use of and by the LPR equipment.
- D. LPR Operator: A sworn employee properly trained in the use of the CMPD LPR system.
- E. Download: The transfer of hot list data from NCIC, KBCOPS, or other data sources consisting of license plates and associated data.
- F. External Hot List: A database populated with items of specific concern to the investigative and/or enforcement interests within the CMPD's jurisdiction. External hot lists originate from sources other than CMPD such as NCIC data.

	Charlotte-Mecklenburg Police Department		SOP
	Standard Operating Procedure		License Plate Reader
		Effective Date 4/29/2011	2 of 6

- G. Local Hot List: An addition to the LPR server database that is appended to the External Hot List. The local hot list consists of license plates of local investigative significance entered into the server hot list from sources such as KBCOPS or GangNet.
- H. Alert: A positive indication, by visual and/or audible signal, of a potential match between data on the hot list and a license plate scanned by the LPR system. An alert is not conclusive confirmation that a license plate is wanted. Additional investigation is always warranted when an alert is indicated.

IV. DAILY CHECKLIST and PATROL PROCEDURES

A. Daily Checklist

1. Officers will visually inspect the exterior cameras to ensure the lenses are clear and the cameras have not been altered in any way.
2. Download the most current data file of stolen and "of interest" vehicles containing all of the current NCIC information.
3. Manually add any license plate numbers of interest that warrant a law enforcement related alert.
4. LPR Operators should leave the LPR system operational while patrolling during the duration of the shift. The LPR screen can be minimized in the background and can be constantly operational even when on other calls or conducting preventative patrol.
5. LPR Operators can adjust the manner in which they drive to maximize the number of tags being read.
 - a. The front facing camera allows for the tags to be read in close proximity to the right front of the police vehicle.
 - b. The rear facing allows for tags to be read at a further distance in relation to the camera and is designed to capture tags on vehicles traveling the opposite direction of the police vehicle.
 - c. The side facing camera allows for tags to be read on vehicles in a parked position. This function is best utilized when driving in parking lots with a high volume of vehicles.
6. Officers must upload LPR data to the computer server at the end of each shift and confirm that the data transfer is complete.

B. Patrol Procedures

1. Use crime analysis to accurately target patrols in areas specifically related to crime trends where the collection of this data will benefit future and current investigations.

	Charlotte-Mecklenburg Police Department		SOP
	Standard Operating Procedure	License Plate Reader	
		Effective Date 4/29/2011	3 of 6

2. Target areas should be small enough (usually less than a half mile wide) for patrol units to drive through every street within the hotspot in less than 30 minutes.
3. Staying in strategic locations for 30 minutes or less LPR Operators would be more effective in deterring criminal activity.
4. LPR Operators should be given 3-5 small crime strategic locations to patrol in a shift.
5. To maximize effectiveness, LPR Operators should move from strategic location to strategic location in a completely random fashion.
6. LPR Operators should use "sweep and sit" scheme.
7. "Sweep" each strategic location at least once for parked and moving vehicles.
8. "Sit" at certain locations, at the discretion of the LPR Operator, in which the probability of a suspect vehicle traveling by would be the greatest.

V. Responsibilities

- A. LPR Operators shall receive formal training prior to using the LPR system.
- B. LPR Operators shall exercise safety when operating the LPR system.
 1. Use of any device during the operation of a motor vehicle must comply with current State law including CMPD Policies and Directives.
 2. LPR Operators will pay careful attention to driving and will not use the LPR system in any manner that would endanger or distract them, resulting in an accident.
- C. It shall be the responsibility of each LPR Operator to ensure the download of the most recent hot list occurs on the mobile computer prior to deployment of the LPR equipment.
- D. When using an LPR-equipped vehicle, LPR Operators should have the system in operation to include a connection to the LPR server so as to maximize the opportunity to scan vehicles, compare them to the hot list and collect LPR data in a central repository.
- E. Upon receiving an alert, the LPR Operator will use the displayed information to determine the accuracy and nature of the alert. The LPR Operator will visually verify that the subject tag and the actual read on the LPR screen are the same (i.e. correct letters, numbers, state and any other information that can be matched).
- F. Once the LPR Operator has confirmed that the alert is valid, he or she shall take appropriate action based on the type of alert in accordance with training.

	Charlotte-Mecklenburg Police Department	SOP
	Standard Operating Procedure	License Plate Reader
	Effective Date 4/29/2011	4 of 6

1. If the alert is for a stolen or felony vehicle, the LPR Operator will confirm the alert is still active by running a check on the information through NCIC.
 - a. Receipt of a stolen or felony vehicle LPR alert may not rise to the level of reasonable suspicion and is certainly not sufficient probable cause to arrest without confirmation that the vehicle is still wanted.
 - b. If the alert is for another type of want, the LPR Operator will read the description of the alarm and use the appropriate action or reporting method. Confirmation of the alert is essential prior to the stop of any person.

- G. Ensure that all positive "hits" on the Terrorist Watch List are reported to the Terrorist Screening Center (TSC). All Terrorist Watch List hits will be handled by phone. There will be no radio traffic concerning Terrorist hits except in the case of emergencies. LPR Operators must be familiar with the (3) three levels of Terrorist.

Watch List hits:

1. Level (1) one stop hold and contact TSC
 2. Level (2) two keep a visual and contact TSC for further instructions and do not alert subjects of your presence
 3. Level (3) three document information, take no action, report information to TSC
- H. Some LPR Operators will be power users and may assist with the training of Operators, troubleshooting problems with the LPR system, helping their co-workers understand the value of the LPR system, and improving the operations of the LPR system.

VI. SUPERVISORS

- A. Supervisors will monitor the use of LPR systems and ensure they are being deployed regularly.
- B. Supervisors will ensure LPR systems are deployed during the shift by trained LPR Operators.
- C. The LPR systems should be deployed to maximize its ability to scan as many license plates as possible.
- D. The supervisor shall investigate any damage to LPR's in accordance with established procedures. Damage and any reports or documentation will be forwarded to the LPR Manager.

VII. LPR MANAGER

- A. The LPR Manager will determine how the LPR system will be integrated into CMPD patrol function and will also determine any restrictions for the use of the LPR system.
- B. The LPR Manager will validate training for LPR Operators to ensure LPR Operators

	Charlotte-Mecklenburg Police Department		SOP
	Standard Operating Procedure	License Plate Reader	
		Effective Date 4/29/2011	5 of 6

are properly trained before accessing LPR data or participating in LPR field operations, to ensure training is timely and adequate, to ensure proper operations in accordance with this Standard Operating Procedure, and to ensure all training is documented.

- C. The LPR Manager will recommend policy changes to the Field Operations Deputy Chief in his or her chain of command.

VIII. DATA RETENTION and USE

- A. Data will be stored on CMPD database residing on a City of Charlotte server and will not be stored outside the control of the CMPD.
- B. All LPR-generated data will be purged after an 18-month retention period unless a longer retention period has been identified for court or investigative purposes.
 - 1. For retention beyond the 18-month retention period, officers must scan the "Exhibit Report" into KBCOPS.
 - 2. LPR Operators will be responsible for advising their supervisor when LPR data they marked for extended retention is no longer needed.
 - 3. The LPR system automatically erases stored data when the retention period has elapsed.
- C. Access to LPR data is restricted to CMPD personnel, in furtherance of a criminal justice purpose, LPR data may be shared verbally by a member of CMPD with another criminal justice agency. Any other use of this data is strictly forbidden.
 - 1. Users will be able to access the LPR data by providing the established user name and password. This access will allow for the user to query information as it pertains to vehicle tags read by the tag reader cameras.
 - 2. The LPR manager will determine the personnel to have access to the database for investigative queries and reports. Any requests for database access will be handled on a case by case basis and those granted access will be provided the user name and password for access.
 - 3. Information stored includes a photo of the registration plate showing the rear of the vehicle, a date and time stamp of when the registration plate was read by the LPR, and a GPS coordinate to identify the exact location the registration plate was read by the LPR.

IX. LPR MAINTENANCE

- 1. Neither the LPR equipment nor or software operating system shall be modified without direction from the LPR Manager.
- 2. Under no circumstances shall an LPR unit be connected to or removed from the vehicle while the LPR unit is powered up. Connection or disconnection of

	Charlotte-Mecklenburg Police Department		SOP
	<i>Standard Operating Procedure</i>		License Plate Reader
		Effective Date 4/29/2011	6 of 6

the camera unit from the LPR system when powered will result in significant damage to the LPR system.

3. Any time the LPR unit is disconnected or removed from the vehicle, it shall be placed in a protective storage case or the LPR's original packaging and secured to prevent damage.
4. LPR camera lenses may be cleaned with glass cleaner or mild soap and water and a soft, non-abrasive cloth.
5. Damage to LPR equipment shall be immediately reported to a supervisor. The supervisor shall document (and investigate, if necessary) any damage in accordance with established procedures. Damage will also be reported to the supervisor's Captain and the LPR Manager.
6. The LPR Manager shall be notified immediately of any LPR equipment needing maintenance or repair and ensure that all maintenance and repair of LPR equipment is completed.



MEMORANDUM

To: CMPD Patrol Captains
From: Captain Johnny Jennings
CC: CMPD Patrol Majors
Date: 9/4/2009
Re: License Plate Reader Protocol

In June 2009, the Charlotte-Mecklenburg Police Department will deploy four marked patrol vehicles equipped with the NDI Technologies license plate readers. Two of these vehicles have been in operation for over a year in the Eastway Division and N. Tryon Division. Throughout this period, CTS has worked with NDI Technologies to ensure the systems function properly with CMPD operating systems. The license plate reader is capable of reading thousands of vehicle registration plates during a shift, depending on deployment. Each tag is photographed, compared to our "hits" database, stamped with a GPS coordinate, and uploaded to a back office server. This information is stored indefinitely and available to query for vehicle searches. The tag reader currently uses NCIC data and KBCOPS data for wanted vehicles. Officers receive immediate "hit" alerts when a tag comes back as a match to one that is entered in NCIC or KBCOPS and displays the reason the vehicle is wanted.

On June 11, 2009, NDI Technologies will be installing two additional marked police cars with the license plate reader systems. These systems will be installed in new vehicles currently being outfitted for service and will be replacing retired vehicles in the Freedom Division and South Division. One license plate reader patrol vehicle will be assigned to each of the four service areas within CMPD. The decision on where these vehicles will be assigned will ultimately be at the discretion of the Major over each service area. Initially, the vehicles will be assigned as follows; The North Tryon Division will be assigned the Northeast Service Area license plate reader. Freedom Division will be assigned the Northwest Service Area license plate reader. Steele Creek Division will be assigned the Southwest Service Area license plate reader, and South Division will be assigned the Southeast Service Area license plate reader. The vehicle transition is outlined below:

Field Services North

Northeast Service Area – North Tryon, Eastway, and University: Current tag reader vehicle # 359 will remain assigned to N. Tryon and shared with the two other divisions. The Eastway Division will send tag reader car 197 to the Southwest Service Area (Steele Creek)

Northwest Service Area – North, Metro, and Freedom: Freedom is retiring vehicle # 713 and will be assigned a new vehicle with the tag reader to share with the two other divisions.

Field Services South

Southeast Service Area – Hickory Grove, Providence, South, and Independence: South is retiring vehicle # 588 and will be assigned a new vehicle with the tag reader to share with the other two divisions.

Southwest Service Area – Central, Westover, and Steele Creek – Eastway will be sending the current tag reader car # 197 to the Steele Creek Division. Steele Creek will need to give a comparable car to the Eastway Division as a replacement.

Although each vehicle is assigned to a single division, they are for use within the entire service area to assist division commanders with their crime reduction goals and action plans. Division commanders not assigned a patrol car equipped with a license plate reader can request the car from the division where the vehicle is assigned. If requested, the division commander

assigned the license plate reader vehicle will receive a patrol car for use in their division from the borrowing division. All arrangements will be agreed upon by the division commanders. Any conflicts with scheduling or use will be resolved by the service area Major.

The license plate reader vehicles will only be driven by officers trained to operate the system. Training will be scheduled for officers who have not yet received it. It is recommended that division commanders choose officers who have an interest in operating the system and will be able to train other officers within the division. Training dates, times and locations will be provided far enough in advance for scheduling adjustments. Previous trainings have only been 1-2 hours. Division Captains should go ahead and identify officers they want to operate the license plate readers in their divisions.

All hardware or software issues with the license plate readers should be reported to CTS immediately. Officers or troubleshooters are not authorized to work on the license plate readers to include any hardware or software that comes with them.





VeriPlate 101

An Introduction to ALPR
NDI Recognition Systems
9700 Research Drive suite 136
Charlotte, NC 28262




Agenda

Session 1 – Conference Room

- General overview of ALPR
- How ALPR works
 - Cameras
 - Capturing lanes
- License plates and IR illumination
 - Differences in plates
 - Getting the best “capture” and “reads”
- Hollist extracts and timing
 - FCIC / NCIC
 - Using your own hollists
 - The PREDATOR Live Check benefit
- VeriPlate system connections and connectivity
- Basic troubleshooting




Agenda

Session 2 – In Car

- Starting the system and checking hollists
- Interface overview
 - Overview picture, plate patch, text read
 - Interface demonstration
 - Capture mode
 - Search mode
 - CMIS results
 - Configuration options
- Driving practice using live video as a guide – “Driving with a Purpose!”



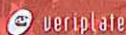

Session 1

An introduction to ALPR




What is ALPR?

- ALPR is an alert system
- Digital images are captured through special cameras
- The digital image is then converted into data
- The system is able to cross reference the data against databases, referred to as hollists
- If the ALPR system alerts officers to an offense or relevant intelligence on a vehicle, the vehicle may be stopped to allow further investigation
- ALPR cameras are NOT:
 - Safety cameras - i.e. they are not in place to catch speeding motorists
 - Red-light cameras
- Quite simply ALPR aims to deny criminals the use of the roads, not to target the majority of law-abiding road users




Originated in the UK

- Terrorist threat from Northern Ireland
- Coming across on ferry boats
- Intelligence provided to Scotland Yard
- Invented in 1976 at the Police Scientific Branch in the UK
- First arrest due to a detected stolen car made in 1981

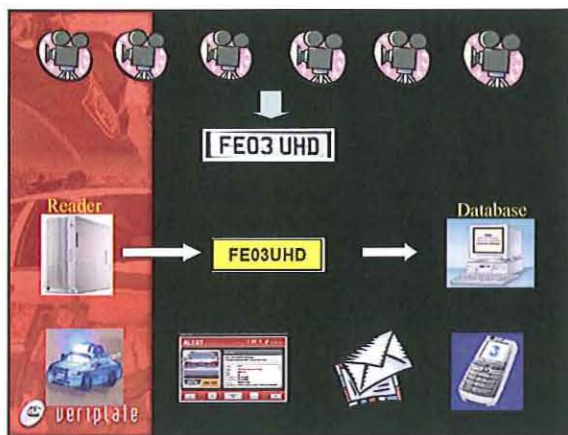


Normal Operation

- Extracts (hotlists) are downloaded from a Law Enforcement Agency (VISCE) to an ALPR-equipped vehicles
- Hotlists can be:
 - NCIC extract
 - Local intelligence
 - Known gang members
 - Sexual predators
 - Drug dealers
 - Etc.
- Any license plates that come into the "field of view" of any camera are converted into a text string and compared against the hotlists. In the event of a match, an **ALERT** is generated.

ALPR Overview

- Automated License Plate Recognition



Hotlist	Hotlist Modified Date	Last Sync Time
FCIC	10/29/2008 9:00:27 AM	10/29/2008 3:00:37 PM
NCIC	10/29/2008 3:16:44 AM	10/29/2008 2:43:43 PM
Sexual Predators	10/29/2008 12:34:02	10/29/2008 3:01:43 PM

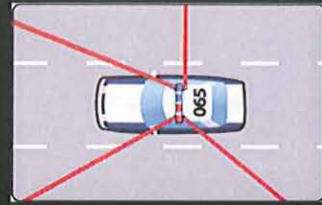
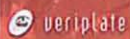
An ALERT

License Plates

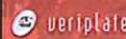
- Different states
- Different fonts
- Different colors
- Different graphics
- Same numbers – different states
- Tow hitches
- Worn, scratches and dents
- Plastic covers

Getting the Best Captures

- It takes about 10 minutes to learn how to use VeriPlate
- It takes about a shift to learn how to "Drive with a Purpose"



- **Right-** Parked Cars
- **Right Front-** Moving Traffic and Parallel Parked Cars
- **Left Front-** Moving Traffic
- **Left Rear-** Moving Traffic in Opposite Direction



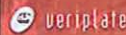
"Driving with a Purpose"



"Driving with Purpose"



Like collecting coins.....
the more you capture,
the farther you get in the game!



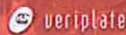
Hotlist Extracts and Timing

- Most ALPR systems require manual loading of hotlists
- NDI Technologies has recently introduced:
 - Hotlist Sync



End-of-Shift Uploads

- At the end of the shift, all captured plates are transferred to the Back Office
- Most ALPR systems require bulk transfer at the end of the shift. This can take up to 30 minutes.
- NDI Technologies recently introduced:
 - Progressive Update



Bulk Hotlists

- NATIONAL
 - NCIC - FBI's National Crime Information Center
- STATE
- Suspended license plates*
- Uninsured vehicles*
- Parking violations

* In some states

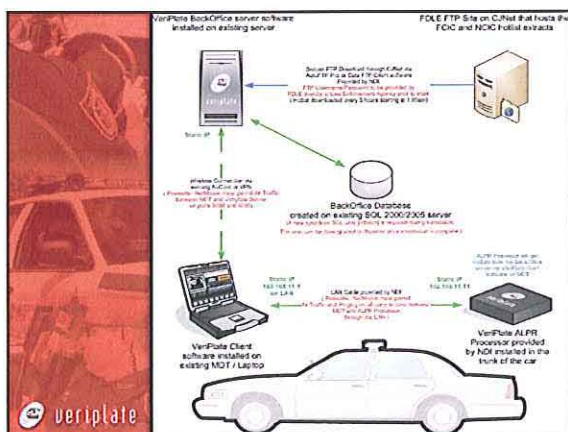
Local Hotlists

- Local hotlists can also be loaded
 - These can be done agency wide via the BOF
 - Or, in a single ALPR vehicle
- Typical local lists
 - Gangs:
 - Separate list for each gang
 - Sexual predators
 - Drug dealers
 - Scumbag list
 - Probation / parole
 - Warrants
 - Trespass warnings
 - Detectives list
 - Interviews wanted – Case # and Cell #

Live Check

- Makes ALPR 10x more effective
- Also 10x safer
- Instant access to live data from:
 - DMV / DAVID
 - Your existing CAD system

VeriPlate Communications



Daily Maintenance

- Check cameras daily to clear dirt and debris. This is especially important during bug season!
- Make sure hotlists are up-to-date.



Troubleshooting

- Confirm that the laptop is connected to the wireless network
- Make sure the network cable is connected to the processor in the trunk
- Check that the processor in the trunk is running
- Make sure that the cameras are getting power



End of Session 1



Agenda

Session 2 – In Car

- Starting the system and checking hollists
- Interface overview
 - Overview picture, plate patch, text read
 - Interface demonstration
 - Capture mode
 - Search mode
 - CMIS results
 - Configuration options
- Driving practice using live video as a guide – "Driving with a Purpose!"





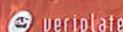
VeriPlate Basic Operating Instructions

NDI Recognition Systems
9700 Research Drive suite 136
Charlotte, NC 28262



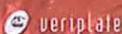
Introduction

- The ALPR system consists of:
 - Three dual cameras (color and infra red) mounted on the patrol car roof
 - A plate reader computer in the trunk of the car
 - VeriPlate software on the laptop computer. This is used to view the plate reads, download hotlists, create alerts and upload plates to the back office database



Starting the System

- Turn on the engine – this starts the plate reader computer in the trunk
- Log in to the laptop and the CMPD communication network (VPN)
- Open VeriPlate using the desktop shortcut

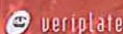


Starting the System (cont'd)

- After a few seconds you will see the log in window



- Log in using the name "CMPD" and password "cmpd", click OK



Starting the System (cont'd)

- If you see this message...

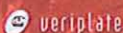
 click OK then re-enter password
- If you see this message...

 click OK, wait 30s and try again. If this does not work see troubleshooting section



Starting the System (cont'd)

- If your log in is successful you will see this screen:

Starting the System (cont'd)

- Confirm that the laptop is connected to the CMPD network
- A green satellite dish  will be displayed in the Windows tray
- VeriPlate will automatically check for hotlist updates. You will see this indicator appear while hotlist updates are in progress: 
- Check the time and date of the hotlists displayed on the screen. NCIC is updated every 12 hours



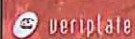
Reading Plates

- Before setting off select the camera profile using F2 "Switch Cameras":
 - ALL, front, rear and side camera operational
 - TRAFFIC, front and rear cameras operational
 - PARKING, side camera only
- Front and Rear cameras are aimed either side of the car and 25' along the road
- Side camera is aimed 9' from the car



Reading Plates (cont'd)

- To check that what the plate reader is "seeing" use the Live Video option
- If parked on a roadside or median move the patrol car until majority of plates pass through the middle of the Live Video screen
- When a plate is "read" VeriPlate displays the license plate text, picture of plate for verification and a color overview of the vehicle



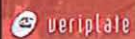
Reading Plates (cont'd)

- When the plate matches an entry in a hotlist an alert pops up
- 
- Verify vehicle details against hotlist i.e. plate, state, vehicle color etc
 - When done click "Acknowledge Alert" and then choose "In State", "Out of State" or "Ignore" as appropriate



End-of-Shift

- At the end of the shift, all captured plates are transferred to the Back Office
 - Click "End Shift" button to start upload:
 - "Ending Shift" message is displayed
- 
- Do NOT turn off engine or shutdown the laptop
 - End of shift uploads may take up to 30 minutes depending on the number of plates read during shift
 - "Ending Shift" message disappears when upload is complete
- When the upload finishes:
 - All plates are cleared from the display
 - Captured plate count will be zero
 - It is now OK to log off the laptop computer and turn off the engine



Daily Maintenance

- Check cameras daily to clear dirt and debris. This is especially important during bug season!
- Clean lens covers with water and soft cloth or tissue. Avoid scratching surface
- With engine on check for dull red glow from camera IR illuminator. The illuminator is on the right hand side looking at the front of the camera
- Make sure hotlists are up-to-date





Troubleshooting "Log In"

- Make sure the network cable is connected to the processor in the trunk
- Check that the processor in the trunk is powered and running



Troubleshooting "Not Reading Plates"

- Make sure that the cameras are getting power (IR illuminator glows dull red)
- Check Live Video to confirm that each camera has working IR and Color
- Check camera profile (F2) "All", "Traffic" or "Parking" is set appropriately



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

Date: JANUARY 25, 2008

Bid Number: 269-2008-156

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

TAG READERS

Charlotte-Mecklenburg Procurement Services extends an invitation for the submission of a bid to supply the **City of Charlotte and Mecklenburg County and other public agencies** with apparatus, supplies, materials, equipment and/or services as indicated above. This Invitation to Bid is issued on behalf of the Charlotte Regional Group Purchasing Organization through a public agency clause, allowing for use by other public agencies, i.e. counties, cities, schools, states, and non-profit entities for their own use. Therefore, respondents to this Invitation to Bid must give due consideration to the potential market. Sealed bids for the above will be received at the office of the Charlotte-Mecklenburg Procurement Services Division, Charlotte-Mecklenburg Government Center, 9th floor, 600 East Fourth Street, Charlotte, North Carolina 28202, until **2:00 p.m. on FEBRUARY 20, 2008** at which time they will be opened and publicly read.

A pre-proposal conference for the purpose of reviewing the ITB and answering questions regarding the Project, will be held on **FEBRUARY 11, 2008 at 10:00 a.m.**, at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street, Procurement Services Division, 9th floor small conference room #981, Charlotte, North Carolina 28202. You are encouraged to attend and to bring a copy of the ITB with you at that time.

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 1.7. 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.lps.state.nc.us, and may be accessed at this website by searching for bid number **269-2008-156**. We require each Bidder to acknowledge receipt of all addenda using the space provided on the enclosed Bid Response Form. **Please note that we reserve the right to reject 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 **Genetta Carothers** at 704-336-5195.

Sincerely,

Kay Elmore
Procurement Services Division Manager
cc: Genetta Carothers
David Elzey
Johnny Jennings
Michelle Littlejohn

SECTION 1 INSTRUCTIONS TO BIDDERS

1.1 Charlotte Regional Group Purchasing Organization:

The City of Charlotte/Mecklenburg County, North Carolina (herein "Lead Public Agency") on behalf of any other government agencies that elect to access the Contract (herein "Participating Public Agencies") through the Charlotte Regional Group Purchasing Organization (CRGPO) is competitively soliciting a Contract for TAG READERS (herein "Products").

The Supplier(s) shall establish a direct relationship with each Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Master Agreement. The Lead Public Agency is acting as "Contracting Agent" for the Participating Public Agencies and shall not be held liable for any costs, damages or other obligations incurred by any Participating Public Agency.

The subsequent contract(s) shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public (government) Agency exists.

1.2 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 1 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 Lead Public Agency seeks bids, and any related services such as warranty;
- (F) *"Bid Response Forms:"* the bid response forms included in Section 6 of this Invitation To Bid; and
- (G) *"Addenda:"* any modifications or additions to this Invitation to Bid that are issued in writing by the Lead Public Agency'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.

1.3 Definitions:

Additional Material:

Any written material provided by the Bidder describing the items bid, to the extent that such material does not conflict with any of the foregoing materials or documents.

<i>Agreement:</i>	Refers to a contract executed by the Lead Public Agency 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>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 in connection with this Agreement.
<i>Environmentally Preferable Products:</i>	Refers to 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.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte/Mecklenburg County, North Carolina.
<i>Participating Public Agency:</i>	A public entity that is a county, city, town, village, district, school or authority
<i>Proposal:</i>	Refers to the Bid response submitted by a Company for the products as outlined in this ITB.
<i>Recycled Material:</i>	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.
<i>Recyclability:</i>	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.

- 1.4 Contract Documents:** Each bid constitutes an offer to become legally bound to a contract with the Lead Public Agency 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.
- 1.5 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 Lead Public Agency's attention either during the pre-bid conference or submitted in writing at least five (5) days prior to the opening of the bid.
- 1.6 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.
- 1.7 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 and one (1) unbound original Proposal signed in ink by a company official authorized to make a legal and binding offer plus four (4) copies to the address listed below, to be received no later than **FEBRUARY 20, 2008 at 2:00 p.m.** The "original" Proposal 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 Proposals and supporting materials, as well as correspondence relating to this ITB, shall become the property of the Lead Public Agency. **Proposals sent by facsimile will not be accepted.**

Mall or Deliver to:

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

Due to increased security concerns at the Charlotte-Mecklenburg Government Center (CMGC) sealed boxes may be searched and thoroughly inspected prior to admittance. Please allow time for this search to take place if delivering your Proposal 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 Lead Public Agency, its agents, or assigns.**

- 1.8 **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, the Lead Public Agency's Evaluation Team 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 Lead Public Agency may reveal any trade secret materials contained in such response to all Lead Public Agency staff and Lead Public Agency officials involved in the selection process, and to any outside consultant or other third parties who assist the Lead Public Agency in the selection process. Furthermore, each Bidder agrees to indemnify and hold harmless the Lead Public Agency 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.

- 1.9 **Questions:** The Lead Public Agency 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 GENETTA CAROTHERS at the address, fax, or email address listed below, with e-mail being the preferred method of communication. Questions should reference the Invitation to Bid page and topic number. In order for questions to be answered at the pre-bid meeting, they must be submitted by 2:00 p.m. on **FEBRUARY 7, 2008.**

**GENETTA CAROTHERS
Procurement Services
ITB # 269-2008-156**

600 East Fourth Street, 9th Floor
Charlotte, North Carolina 28202
Phone: 704-336-5195
Fax: 704-632-8257
E-mail: gcarothers@ci.charlotte.nc.us

The Lead Public Agency 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.lps.state.nc.us. Invitation to Bid information can be accessed at the website by searching for bid number 269-2008-156. **It is the responsibility of the prospective Bidder to check the website for any addenda issued for this Invitation to Bid.** The Lead Public Agency reserves the right to disqualify any prospective Bidder who contacts a Lead Public Agency employee, or agent concerning this Invitation to Bid, other than in accordance with this Section.

1.10 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.

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

1.12 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 Lead Public Agency.

1.13 Errors in Bids: In case of error in extension of prices in the bid, the unit prices shall govern.

1.14 Lead Public Agency's Rights and Options.

The Lead Public Agency reserves the following rights, which may be exercised at the sole discretion of the City of Charlotte and Mecklenburg County:

- 1.14.1 to supplement, amend, substitute or otherwise modify this ITB at any time;
- 1.14.2 to cancel this ITB with or without the substitution of another ITB;
- 1.14.3 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 Lead Public Agency;

- 1.14.4 to issue additional requests for information;
 - 1.14.5 to require one or more Bidders to supplement, clarify or provide additional information in order for the Lead Public Agency to evaluate the Proposals submitted;
 - 1.14.6 to conduct investigations with respect to the qualifications and experience of each Bidder;
 - 1.14.7 to waive any defect or irregularity in any Bid received;
 - 1.14.8 to reject any or all Bids;
 - 1.14.9 to award all, none, or any part of the items that is in the best interest of the Lead Public Agency, with one or more of the Bidders responding, which may be done with or without re-solicitation; and
 - 1.14.10 to enter into any agreement deemed by the Lead Public Agency to be in the best interest of the Lead Public Agency, with one or more of the Bidders responding.
- 1.15 Bids on All or Part:** Unless otherwise specified by the Lead Public Agency or by the Bidder, the Lead Public Agency 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.
- 1.16 Invitation to Bid Not an Offer:** This Invitation to Bid does not constitute an offer by the Lead Public Agency. 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.
- 1.17 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 Lead Public Agency may accept any approved equal as defined in Section 1.18.
- 1.18 "OR EQUAL" Interpretation:** It is the Bidder's responsibility to prove to the Lead Public Agency 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 Lead Public Agency with the particular brand or manufacturer specified. Failure to submit the required information shall be sufficient grounds for rejection of bid.

The Lead Public Agency 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.

- 1.19 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.

1.20 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 Lead Public Agency must be named as a third party beneficiary in all subcontracts.

1.21 Equal Opportunity.

The Lead Public Agency has an equal opportunity purchasing policy. The Lead Public Agency seeks to ensure that all segments of the business community have access to supplying the goods and services needed by Lead Public Agency programs. The Lead Public Agency 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.

1.22 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 Lead Public Agency will bear the cost of any independent tests or consultant services the Lead Public Agency chooses to perform.

1.23 Samples and Demonstrations: After bid opening, the Lead Public Agency 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 Lead Public Agency. Samples not used for tests will be returned to the Bidder.

The Lead Public Agency 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 Lead Public Agency.

The Lead Public Agency requires 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.

1.24 Prohibited Discrimination.

The Lead Public Agency 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 Lead Public Agency 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 Lead Public Agency 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 Lead Public Agency to terminate any such Agreement.

1.25 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.

1.26 No Collusion or Conflict of Interest.

By responding to this ITB, the Service Provider shall be deemed to have represented and warranted that the Proposal 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.

1.27 Contract Award by Charlotte City Council.

As soon as practical after opening the Bids, the name of the apparent successful Bidder will be submitted to the Charlotte City Council for final approval of award. If approved by the Charlotte 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 Charlotte City Council approval is not received within one hundred twenty (120) calendar days after opening of the Proposals, 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 Lead Public Agency 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.

☒ **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 Lead Public Agency is obligated to order. The Lead Public Agency may make available to Bidders information regarding the Lead Public Agency'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 Lead Public Agency will not give rise to any claim against the Lead Public Agency, or entitle any Bidder to rescind its bid or terminate or amend the Contract.

2.2 Terms of Contract:

☒ (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 Charlotte City Council and actual identified needs.

Contract Terms and Renewal Options: The contract term shall be for a period of three (3) years from the date of award. The Lead Public Agency at its option may extend the contract for two (2) additional one-year extensions if the Contractor and the Lead Public Agency 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 Lead Public Agency. 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 Lead Public Agency.

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 Lead Public Agency 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 Lead Public Agency 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 Three of the Bid Response Package (Pricing Sheet).
- 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 Lead Public Agency 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 Lead Public Agency 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 Lead Public Agency 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 Lead Public Agency 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 Lead Public Agency's purchase order or in the Contract with the Lead Public Agency.

- 2.10 Acceptance of Goods/Services:** The goods delivered under this Invitation to Bid shall remain the property of the successful Bidder until the Lead Public Agency physically inspects, actually uses and accepts the goods. IN THE EVENT PRODUCTS PROVIDED TO THE LEAD PUBLIC AGENCY DO NOT COMPLY WITH THE CONTRACT, THE CITY 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 Lead Public Agency 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 Lead Public Agency may have under the Contract, at law or in equity.
- 2.11 Guarantee:** Unless otherwise specified by the Lead Public Agency, 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 Lead Public Agency. These repairs, replacements or adjustments shall be made only at such time as will be designated by the Lead Public Agency to ensure the least impact to the operation of Lead Public Agency business.
- 2.12 Manufacturer or Dealer Advertisement:** No manufacturer or dealer shall advertise on goods delivered to the Lead Public Agency without prior approval by the Lead Public Agency.
- 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 Lead Public Agency 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 Lead Public Agency 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 Lead Public Agency 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 Lead Public Agency 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 Lead Public Agency be liable to the successful Bidder for any damages arising from delay, whether caused by the Lead Public Agency 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 Lead Public Agency 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 Lead Public Agency in any manner without the prior written consent of the Lead Public Agency. Notwithstanding the forgoing, the parties agree that the successful Bidder may list the Lead Public Agency as a reference in responses to requests for proposals, and may identify the Lead Public Agency 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 Lead Public Agency shall have the option of terminating the Contract by written notice to the successful Bidder. The Company shall notify the Lead Public Agency 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 Lead Public Agency. 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 Lead Public Agency approves a price adjustment in writing in accordance with the following terms:
- A. Price increases shall only be allowed when justified in the Lead Public Agency'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 Lead Public Agency 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 Lead Public Agency may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the Lead Public Agency's sole discretion. If the Lead Public Agency 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 Lead Public Agency 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.
- 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 Lead Public Agency employees with ordinary skills and experience to utilize such products for the purpose for which the Lead Public Agency 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 Lead Public Agency reserves the right to award this contract based on the lowest responsive responsible bidder taking into consideration vendor qualifications and experience, quality, delivery, ability to provide services to all potential Participating Public Agencies, demonstration and workmanship.
- 3.6 Contract Monitoring:** The Lead Public Agency shall have the right to audit the Company's compliance with the terms and conditions of this Agreement at such times as the Lead Public Agency 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 Lead Public Agency, 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 Lead Public Agency 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 proposals. 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 Lead Public Agency 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 Lead Public Agency's payment obligations. The Lead Public Agency 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 Lead Public Agency in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the Lead Public Agency for the cost of the audit.

SECTION 4 SPECIFICATIONS

- 4.1 Scope of Work:** The scope of this contract shall be to provide recommendations, and complete itemized costs for furnishing, delivery and installation of mobile license plate reader camera system to the Charlotte Mecklenburg Police Department (CMPD), the City of Charlotte and Mecklenburg County Departments and all other Participating Public Agencies. The successful Bidder shall agree to receive all orders from the Lead Public Agency and Participating Public Agencies and to deliver items ordered to a specified Lead Public Agency and Participating Public Agency address. This is an indefinite quantity contract as defined in Section 2.1 of this Invitation to Bid.
- (A) The contract term shall be for a period of three (3) years from the date of award. The City at its option may extend the contract for two (2) additional one-year extensions if the successful Bidder and the City mutually agree upon extensions. Price increases shall only be considered at contract renewal time in accordance with Section 3.1, and may be cause for non-renewal. The City shall be entitled to exercise or decline to exercise renewal options in their sole discretion.
- 4.2 Background:** Pursuant to N.C. G.S. 160A-461, Charlotte Mecklenburg Procurement Services Division has taken the initiative to develop and pilot a regional cooperative purchasing program with Charlotte-Mecklenburg as the lead agency. The name of this program is the Charlotte Regional Group Purchasing Organization (CRGPO).
- The purpose of the CRGPO is to affect regional procurement by combining the volumes of government agencies state wide to achieve cost effective pricing and reduce the administrative and overhead costs of suppliers and government agencies alike. By providing a comprehensive and competitively solicited Contract through a single bid process, government agencies, school districts, and authorities in North Carolina could utilize the subsequent contract(s) without the need for further solicitation. Bidder should consider the potential volumes when responding to this bid.
- Participation by other entities is strictly voluntary and no volumes are guaranteed.**
- 4.2.1 Bids must include in detail how the bidder plans to service all Participating Public Agencies as it relates to the CRGPO as Exhibit A
- 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.
- 4.4 Quantities:** The Lead Public Agency and Participating Public Agencies reserves the right to purchase according to actual need and does not guarantee quantities. 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.

- 4.6.1 Two copies of the manufacturer's written warranty shall be supplied with the equipment.
- 4.6.2 It shall be the responsibility of the manufacturer to pay all shipping and crating costs associated with warranty repairs.
- 4.6.3 Warranty repairs shall be performed by the contractor at the customer's site on request.
- 4.6.4 The equipment warranty will become effective on the date of installation of the equipment by the Lead Public Agency and/or Participating Public Agency, but shall not exceed 24 months after receipt by the Lead Public Agency and/or Participating Public Agency.

4.7 Service of Equipment.

The Lead Public Agency requires service, maintenance and repairs on all equipment that utilizes the successful Bidder's tag readers. Services shall include, but not be limited to trouble-shooting and certified technicians completing service calls. The Service Provider shall designate a single-point of contact for the Lead Public Agency. The Service Provider shall acknowledge any reported issues within one business day of receiving a notification by the Lead Public Agency. Any defective part shall be replaced within 48 hours.

All Participating Public Agencies reserve the right to incorporate services into their Agreement. Services shall include, but not be limited to trouble-shooting and certified technicians completing service calls throughout North Carolina and northern South Carolina. The Service Provider shall designate a single-point of contact for each Participating Public Agency. The Service Provider shall acknowledge any reported issues within one business day of receiving a notification by the Participating Public Agency. Any defective part shall be replaced within 48 hours.

The service agreement in the form approved by the Lead Public Agency shall be attached and incorporated into the Contract as an Exhibit B.

4.8 Product Specifications.

The Supplier shall furnish the mobile license plate reader camera system that meets the following specifications.

- 4.8.1 The system should include a central processing unit to link directly to the patrol vehicle's laptop computer and compatible with software.
- 4.8.2 The cameras must be low-profile as to not interfere with the patrol vehicle's light bar.
- 4.8.3 Three concurrent use color Infrared license plate reader cameras for front facing, rear facing and 90° facing for parking lots.
- 4.8.4 Each of the three cameras for the system must operate simultaneously as color and Infrared. This enables reading of the red tags NCDMV are currently using. The Infrared cameras are less accurate on the red plates.
- 4.8.5 The system must have immediate and accurate (minimum 85%) reading of registration plates to include alerts from NCIC data for stolen or wanted vehicles.
- 4.8.6 Global positioning transponder.
- 4.8.7 All necessary cables, software and mounting trays and brackets.

4.8.8 The software for the system must have the capability to receive NCIC data wirelessly and send captured system data to a central server wirelessly.

4.9 Installation.

Only experienced professionals should install all products. All work must be performed according to the standards established by the terms, specifications, and drawings and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications or drawings in a timely manner as to not delay the progress of the work.

4.10 Delivery.

All equipment provided under this contract must be delivered F.O.B. Destination within 30 days from the placement of order. Workdays are Monday through Friday, excluding Lead Public Agency, Participating Public Agency, State and Federal recognized holidays. Delivery and freight charges are to be included in discount price. Failure to comply with this requirement shall be cause to terminate this contract unless such failure is confined to infrequent and isolated instances, which do not involve major purchases.

4.10.1 Deliveries must be made to each individual department or key business unit. Addresses for the various departments will be provided to the successful Supplier.

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

4.11 Delivery Personnel.

All delivery personnel of the successful Supplier shall be subject to background checks at the discretion of the Lead Public Agency. Proposals shall include company policies regarding selection of personnel who will be frequenting Lead Public Agency facilities.

4.12 Applicable Laws.

The Suppliers must be familiar with, have a working knowledge of, and comply with all federal, state, and local laws, statutes, ordinances and regulations as applicable to the service requirements of this ITB. These shall include the rules, regulations and interpretations of the North Carolina Department of Labor relative to Occupational Safety and Health Standards.

4.13 Permitting Responsibilities: All permits and inspections are the sole responsibility of the successful bidder.

4.14 Award of Contract: The Lead Public Agency reserves the right to award this contract based on the lowest responsive responsible bidder taking into consideration vendor qualifications and experience, quality, delivery, ability to provide services to all potential Participating Public Agencies, demonstration, workmanship and any applicable environmentally preferable attributes associated with the product or services.

The Lead Public Agency also reserves the right to award contract(s) by item, combination of items or grand total, whichever is in the best interest of the Lead Public Agency.

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

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

4.15 Returns and Restocking Charges.

The Supplier must pick up the merchandise to be returned within twenty-four (24) hours from notification. The Lead Public Agency and Participating Public Agency will not pay restocking fees for merchandise that has been returned unless it is a specialty item and the user department has been notified, at the time of placement of order, of the potential restocking charge. The Supplier will issue a credit memo, to the user department within seven (7) calendar days of the return.

4.16 Training.

The successful Supplier will be responsible for on-site initial training to all necessary Lead Public Agency and Participating Public Agency employees on using the mobile license plate reader system and any on-going training for new or additional users, at no additional cost to the Lead Public Agency and Participating Public Agency. Supplier will be responsible for providing documented step-by-step instructions to each authorized user of the Lead Public Agency and Participating Public Agency.

4.17 Placement of Orders.

All orders will be placed by personnel designated by each using department on an as needed basis for the quantity required at the time during the term of the contract. Orders will be placed by means of a written purchase order.

4.18 Demonstrations.

After bid opening, the Leading Public Agency requires full demonstration of samples as part of the evaluation process. Failure to demonstrate samples shall be sufficient grounds for rejection of the bid. The top three bids that meet the requirements must be prepared for a 2.5 hours demonstration on February 25, 2008 in Charlotte, North Carolina at no charge to the Leading Public Agency.

SECTION FIVE Insurance Requirements

Indemnity: to the extent permitted by law the successful Bidder shall indemnify and save harmless the Lead Public Agency/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 Lead Public Agency with the required certificates of insurance, the Lead Public Agency 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 Lead Public Agency. 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 Lead Public Agency with proof of insurance coverage by certificates of insurance accompanying the Contract and shall name the Lead Public Agency as an additional named insured under the commercial general liability.

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

The Lead Public Agency 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 # 269-2008-156
TAG READERS

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 Lead Public Agency 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 Lead Public Agency, 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 # 269-2008-156
TAG READERS

Bid/Proposal 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/Request for Proposals.

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

Procurement Services Rep. Name
Genetta Carothers

Telephone Number
704-336-5195

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

Addendum #	Date Issued
_____	_____
_____	_____
_____	_____

- (B) _____ Bid/Proposal document has been signed by authorized bidder/proposer official.
- (C) _____ Bid/Proposal package has been properly labeled per the instructions. (See Section 1.6, page 3)
- (D) _____ Bid/Proposal Response Package Forms (pages 23 to 27)
- Bid Submission Form One
 - Addenda Acknowledgement Form Two
 - Pricing Sheet Form Three
 - Non-Discrimination Certification Form Four
 - Vendor references Form Five

The signature below certifies the bid/proposal 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 Three

PRICING SHEET
ITB # 269-2008-156
TAG READERS

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. The Vendor shall provide marketing materials and literature on the system as an Exhibit C. Any exceptions are clearly marked in the attached copy of bid specifications.

BIDS ARE DUE NO LATER THAN 2:00 P.M., FEBRUARY 20, 2008

<u>Items</u>	<u>Manufacturer / Model Number</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
Mobile license plate reader camera system to include cables, mounting trays and brackets			
Software			
Initial Installation			
Maintenance Fee after one (1) year warranty			
TOTAL BID			\$

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.

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: 269-2008-156 TAG READERS

All requests for bids or proposals 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 its the enclosed bid or proposal, the Bidder or Proposer has considered all bids and proposals submitted from qualified, potential subcontractors and suppliers, and have 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 proposal submitted with this certification, and terminate any contract awarded based on such bid or proposal. 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 proposal and to any contract awarded on such bid or proposal. 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 proposal, 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 proposal 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 6
Required Forms – Form Five

REFERENCES

Company Name: _____

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

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

C. Vehicle Tag Readers

Staff Resource: John Jennings, Police

Action

Award the low bid unit price contract of \$22,350 to Appian Technology, Inc., Charlotte, North Carolina for purchasing tag readers for Charlotte-Mecklenburg Police Department for a term of three years and authorize the City Manager to renew with possible price adjustments up to two additional one-year terms. Currently, this is a pilot program with two vehicle tag readers. The contract will allow future purchases. The Police Chief has yet to determine how many tag readers will be added. The tag readers are cameras mounted on police cars that capture license plate information and vehicle description. Officers can activate the tag readers from inside the cruiser capturing tag information and downloading the data for comparison against information on stolen or wanted vehicle alerts listed with the National Crime Information Center.

Small Business Opportunity

No SBE goals are established for purchases of goods and equipment due to limited opportunities for subcontracting (appendix Section 18 of the SBO Policy).

Approved by City Council

Brenda R. Freeze Brenda Freeze
6/9/2008



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT NO. 0800796

**AGREEMENT TO PROVIDE
TAG READERS**

This Agreement (the "Agreement") is entered into as of this July 1, 2008 (the "Effective Date"), by and between Appian Technology, Inc., 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 269-2008-156 dated January 25, 2008 requesting bids from qualified firms to provide the City with TAG READERS hereafter referred to as ("Products"). This Invitation to Bid, together with all attachments and any amendments, is referred to herein as the "ITB".
- B. The Company submitted a bid in response to ITB #269-2008-156 on February 20, 2008. 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 June 9, 2008 to Company to provide TAG READERS 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 # 269-2008-156

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.

- 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 # 269-2008-156, all subsequent Addenda issued in

connection with the ITB, the Company's bid response dated February 20, 2008 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 TAG READERS 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 three (3) years 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.**

The Company shall provide new TAG READERS 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.
 - 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.

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 A.

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 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 Street
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. **GENERAL WARRANTIES.**

Company represents and warrants that:

8.1 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;

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

8.3 The execution, delivery, and performance of this Agreement have been duly authorized by Company;

8.4 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;

8.5 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

- 8.6 The Company shall not violate any agreement with any third party by entering into or performing this Agreement.

9. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.**

Company represents warrants and covenants that:

- 9.1 The Services shall satisfy all requirements set forth in this Agreement, including but not limited to the attached Exhibits;
- 9.2 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;
- 9.3 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
- 9.4 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.

10. **TERMINATION.**

- 10.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the Company.

- 10.2 **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
- (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.

- 10.3 **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):

- 10.3.1 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

- 10.3.2 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.
- 10.4 **CANCELLATION OF ORDERS AND SUBCONTRACTS.** In the event this Agreement is terminated by the City 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.
- 10.5 **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, 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.
- 10.6 **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).
- 10.7 **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.
- 10.8 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Agreement on behalf of the City.
- 10.9 **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 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's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
11. **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;
- 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.

12. **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.

13. **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 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 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.

14. **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.

14.1 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.

14.2 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 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.

15. **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.

16. **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.
17. **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.

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.

18. **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.
19. **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.
20. **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.

21. **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:

- 21.1 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;
- 21.2 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;
- 21.3 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;
- 21.4 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;
- 21.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 21.6 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.

22. **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:
Appian Technology, Inc.	Genetta N. Carothers
13850 Ballantyne Corporate Place, Suite 500	Procurement Services Division
Charlotte, NC 28277	600 E. Fourth Street, 9 th Floor
ATTN: Gerald Hammond	Charlotte, NC 28273
Phone: 704.887.5247	Phone: 704.336.5195
Fax: 704.887.5201	Fax: 704.632-8257
Email: Jed.Hammond@appian-tech.com	E-mail: gcarothers@ci.charlotte.nc.us

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.

23. MISCELLANEOUS

- 23.1 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.
- 23.2 AMENDMENT. No amendment or change to this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.
- 23.3 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.
- 23.4 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.
- 23.5 FORCE MAJEURE. Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this Contract, and such 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 City 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 City shall have the right to terminate this Agreement by written notice to the Service Provider.

- 23.6 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.

- 23.7 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.
- 23.8 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.
- 23.9 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.
- 23.10 CHANGES 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.

- 23.11 **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.
- 23.12 **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 Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 23.13 **TAXES.** The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services.
- 23.14 **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.

24. **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.

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.

ATTESTED:

APPIAN TECHNOLOGY, INC.

BY: Kim Weiss

BY: Nigel Lidster

TITLE: Assistant General Manager
Bellamy Business Center

TITLE: GENERAL MANAGER-USA

ATTESTED:
CITY OF CHARLOTTE
CITY CLERK'S OFFICE

CITY OF CHARLOTTE

BY: Stephanie Kelly

BY: Angela Cantel

TITLE: BUSINESS MGR.

Approved As To Insurance Requirements:

BY: Linda H. Silos
Risk Management

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 # 269-2008-156. 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:** Company shall deliver all TAG READERS FOB Destination within 30 business days from the placement of order.
2. **TRAINING:** Company will provide on-site initial training and any on-going training for new and additional users, at no cost to the City. Company will provide documented step-by-step instructions to each authorized user.
3. **PRICING:**

Items	Manufacturer / Model Number	Unit Price
Mobile license plate reader camera system to include cables, mounting trays and brackets	OPUS Computer + 3x Cobra Cameras	\$13,200.00
Software	Talon / Spectrum	\$5,800.00
Initial Installation		\$1,400.00
Maintenance Fee after one (1) year warranty		\$1,950.00

EXHIBIT B

This Exhibit is incorporated into and made a part of this Agreement (the "Agreement") between the City of Charlotte, (the "City") and Appian Technology, Inc. (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 # 269-2008-156, dated February 20, 2008 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 Appian Technology, Inc. (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.

The Invitation to Bid # 269-2008-156 for TAG READERS is not attached but is incorporated herein.

ACORDTM CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
06/24/08

PRODUCER Wachovia Insurance Serv-CH, NC 6100 Fairview Road, Suite 800 P.O. Box 220748 Charlotte, NC 28222		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Applan Technology, Inc. 13850 Ballantyne Corporate Place Ste 50 Charlotte, NC 28277		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: St Paul Fire and Marine Insurance Co	24767
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	IT06601693	04/30/08	04/30/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	IT06601693	04/30/08	04/30/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY ☐ ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	HJUB2930M50608	04/30/08	04/30/09	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Charlotte Mecklenburg police Department is included as an additional insured with respects to General Liability as required by written contract. Subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Charlotte Mecklenburg Police Dept Gonetta Carothers BIZ Support City Of Charlotte 600 E. 4th St. Charlotte, NC 28202-2850	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>DA Mitchell</i>
---	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

STATE OF NORTH CAROLINA
CITY OF CHARLOTTE

FIRST AMENDMENT TO CONTRACT
TO PROVIDE TAG READERS

THIS FIRST AMENDMENT to the Contract to Provide TAG READERS (the "Amendment") is made and entered into this 1st day of July, 2011, by and between the City of Charlotte, a North Carolina municipal corporation (the "City") and Appian Technology, Inc., a company doing business in North Carolina (the "Company").
NDI Technologies, Inc.

STATEMENT OF BACKGROUND AND INTENT

- A. The City and the Company entered into a written Contract dated July 01, 2008 (the "Contract") pursuant to which the Company agreed to provide Tag Readers to the City of Charlotte.
- B. At the conclusion of the original term of the Contract, the City and the Company agreed to extend the term of the Contract for one (1) additional one-year term to expire on July 01, 2011.
- C. The parties now desire to amend the Contract by making certain changes to the provisions of the Agreement and exercise the first renewal option.

NOW, THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Contract as follows:

AGREEMENT

- 1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 2. In order to effectuate the intent of the parties, the original Contract is hereby amended as follows:
- 3. Pursuant to Section 3 of the Contract, the City wishes to exercise its option to renew the original Contract for another one-year term to expire on July 01, 2012, unless earlier terminated in accordance with the terms of this Contract.
- 4. Except to the extent specifically provided in the amendments contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

NDI Technologies, Inc.
APPIAN TECHNOLOGY, INC.

By: Keith Yahn KEITH YAHN

Title: U.S. GENERAL MANAGER

ATTESTED:
CITY OF CHARLOTTE
CITY CLERK'S OFFICE

CITY OF CHARLOTTE

By: Ashleigh Martin

Title: Deputy City Clerk

By: David D. Campbell
5/23/2011

Title: Assistant City Manager

APPROVED AS TO INSURANCE REQUIREMENTS:

By: [Signature]
Director, Charlotte-Mecklenburg Division
Of Insurance Risk Management

This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.

CITY OF CHARLOTTE
FINANCE DEPARTMENT:

By: N/A - purchase orders to be issued as needed
(Signature)

Appian Technology Inc
13850 Ballantyne Corporate Place
Suite 500
Charlotte
NC
28277

Accounting 07 NOV 07 AM 07:55

12/088
N



Invoice

City of Charlotte
Accounts Payable
600 E. Fourth Street
Charlotte
North Carolina
28202-2848
UNITED STATES OF AMERICA

Invoice No: 12
Date: 30/10/2007
Customer Ref: 2008001333
Appian Ref: CHA001

Quantity	Product Description
1.00	3 x Cobra Camera Mobile ALPR System
1.00	Sales Tax @ 7.25%

Unit Price	Net Amount
19,000.00	Sub 19,000.00
1,377.50	Tax 1,377.50

PO# 2008001333
0413 32980 46302
V16664
SG 11/12/07

Payment by Credit Transfer can be made to:

Bank: Wachovia Bank NA
Address: 1525 W. WT Harris Blvd., Charlotte, NC 28262
Payee: Appian Technology Inc
Account No: 2000035296764
Routing: 031201467

Net Amount	20,377.50
Carriage	0.00
Invoice Total	\$ 20,377.50

CITY OF CHARLOTTE



BUSINESS SUPPORT SERVICES PROCUREMENT DIVISION

TELEPHONE (704) 336-2256 * FAX (704) 336-2258

300 EAST FOURTH STREET * CHARLOTTE, NORTH CAROLINA 28202-2850

Vendor No.: 121085

T
O

APPIAN TECHNOLOGY, INC.
13850 BALLANTYNE CORP PL
CHARLOTTE NC 2827

S
H
I
P
T
O

CHARLOTTE-MECKLENBURG POLICE
601 EAST TRADE STREET
CHARLOTTE, N.C.

28202 2940

PURCHASE ORDER NO. 2008001333

ABOVE NUMBER MUST APPEAR ON ALL INVOICES, PAPERS, AND PACKAGES
RELATIVE TO THIS ORDER

Send Original Invoice to: City Of Charlotte
Accounts Payable
600 E. Fourth Street
Charlotte, N.C. 28202-2848

Failure to comply with these instructions may result in a delay of payment

DELIVERY DATE	PURCHASING AGENT	VMS NUMBER	F.O.B.	TERMS OF SALE	
08/21/2007	PSD - GENETTA CAROTHERS		DESTINATION	NET 30	
LINE #	FUND ACCOUNT CENTER	COMMODITY CODE	QUANTITY UNIT	UNIT PRICE	TOTAL COST
	REQUISITION NO./ REQ. LINE NO.	DESCRIPTION			
		VMS #V16664 ANY QUESTIONS, PLEASE CONTACT CPTN JOHNNY L JENNINGS @ 704-432-1605.			
0001	0413-0032980-0046302 0000073492/0001	05512 CAMERAS, VIDEO (FOR USE IN POLICE VEHICLES) (1) 3 CAMERA AUTOMATED LICENSE PLATE READER	1 SERV	19,000.00000	19,000.00
					19,000.00

VENDOR

PRICES ARE F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED WITH TRANSPORTATION CHARGES PREPAID. THIS PURCHASE ORDER SUBJECT TO TERMS AND CONDITIONS ON FRONT
AND REVERSE SIDE HEREOF. INQUIRIES CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE PURCHASING AGENT LISTED ABOVE.

***** CERTIFIED *****
THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE
"LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT."

GREG C. GASKINS, FINANCE DIRECTOR

PURCHASE ORDER NOT VALID UNLESS CERTIFICATION IS PRINTED WITHIN THIS BOX.

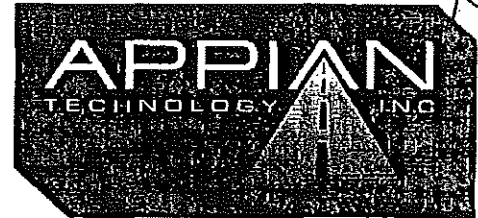
Kay Elmore
Procurement Services Director

ACCOUNTS PAYABLE COPY

-1313-

Appian Technology Inc
13850 Ballantyne Corporate Place
Suite 500
Charlotte
NC
28277

accounting 07-DEC-26 4:09:57



Invoice

City of Charlotte
Accounts Payable
600 E. Fourth Street
Charlotte
North Carolina
28202-2848
UNITED STATES OF AMERICA

Invoice No: 13
Date: 29/11/2007
Customer Ref:
Applan Ref: CHA001

Quantity	Product Description	Unit Price	Net Amount
1.00	To Supply 3 x Cobra ANPR Mobile System	19,000.00	19,000.00
1.00	Sales Tax @ 7.25%	1,337.50	1,337.50

attach po 2008001948 and send to cmpd for approval ke 1-25-08

~~6807-0035490~~

6807-0035490-0090082

Received 02/05/08
fnewell@cmpd.

APPROVED 02/05/08
gcrystal@cmpd.

Payment by Credit Transfer can be made to:

Bank: Wachovia Bank NA
Address: 1525 W. WT Harris Blvd., Charlotte, NC 28262
Payee: Appian Technology Inc
Account No: 2000035296764
Routing: 031201467

Net Amount	20,337.50
Carriage	0.00
Invoice Total	\$ 20,337.50



CHARLOTTE.

CITY OF CHARLOTTE

BUSINESS SUPPORT SERVICES PROCUREMENT DIVISION

TELEPHONE (704) 336-2256 * FAX (704) 336-2258

600 EAST FOURTH STREET * CHARLOTTE, NORTH CAROLINA 28202-2850

Vendor No.: 121085

TO

APPIAN TECHNOLOGY, INC.
13850 BALLANTYNE CORP PL

CHARLOTTE NC 2827

SHIP TO

SEE COMMENTS BELOW FOR SHIP-TO
LOCATION

PURCHASE ORDER NO. 2008001948

ABOVE NUMBER MUST APPEAR ON ALL INVOICES, PAPERS, AND PACKAGES
RELATIVE TO THIS ORDER

Send Original Invoice to: City Of Charlotte

Accounts Payable

609 E. Fourth Street

Charlotte, N.C. 28202-2848

Failure to comply with these instructions may result in a delay of payment

DELIVERY DATE		PURCHASING AGENT		VMS NUMBER		F.O.B.		TERMS OF SALE	
11/13/2007		PSD - GENETTA CAROTHERS				DESTINATION		NET 30	
LINE #	FUND	ACCOUNT	CENTER	COMMODITY CODE	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	
	REQUISITION NO. / REQ. LINE NO.			DESCRIPTION					
0001	6807-0035490-0090082	0000074200/0001		VMS #V16664 SHIP TO: CHARLOTTE-MECKLENBURG POLICE DEPT. ATTN: SGT. T. ARRINGTON (704) 200-8922 3024 EASTWAY DR., CHARLOTTE, NC 28205 ***** ANY QUESTIONS, CONTACT CAPT. SMATHERS 704-336-8396 05512 1 EACH 19,000.00000 19,000.00 CAMERAS, VIDEO (FOR USE IN POLICE VEHICLES) (1) 3 CAMERA AUTOMATED LICENSE PLATE READER					
	Weed & Seed								
				19,000.00					

VENDOR

PRICES ARE F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED WITH TRANSPORTATION CHARGES PREPAID. THIS PURCHASE ORDER SUBJECT TO TERMS AND CONDITIONS ON FRONT AND REVERSE SIDE HEREOF. INQUIRIES CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE PURCHASING AGENT LISTED ABOVE.

***** CERTIFIED *****

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"LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT."

GREG C. GASKINS, FINANCE DIRECTOR

PURCHASE ORDER NOT VALID UNLESS CERTIFICATION IS PRINTED WITHIN THIS BOX.

Kay Elmore
Procurement Services Director

ACCOUNTS PAYABLE COPY

- 1315 -



NDI TECHNOLOGIES INC
725 WEST SR 434 SUITE E
LONGWOOD, FL 32750
Tel 321 441 1800 Fax 321 441 1801

Accounting 09 JUN 16 AM 07:51

123120
Invoice
7/c

Date	Invoice #
6/12/2009	300277

Bill To
City of Charlotte Accounts Payable 600 E Fourth Street Charlotte, N.C. 28202-2848

Ship To
Charlotte-Mecklenburg Police 601 East Trade Street Charlotte, North Carolina 28202-2940

Not a valid contract number.
dak 6/25

P.O. Number		Terms	Due Date	Rep	Ship	Via	Project
2009001727		Net 30	7/12/2009		6/12/2009		
Qty	Item Code	Description			Price Each	Amount	
2	Appian	License Plate Reader for Patrol Cars. Reference contract # 0800796			22,350.00	44,700.00	
	Sales tax	Sales Tax - out of state sales exempt from FL sales tax			0.00	0.00	
		AF Project - License Tag Readers 0413/0035410/0041690 phamilton 6/22/09					
		Close PO ph 6/22/09					
		RECEIVED 06/23/2009 jjennings@cmpd.					
		gcystal@cmpd. APPROVED-\$50,000 06/24/2009					
Total						\$44,700.00	

Thank you for your business

FY09 Asset Forfeiture (Disbursement of Old Asset Forfeiture Pooled Funds)
 1690 NC Department of Revenue
 Project Name: License Tag Readers
 Project Manager: Johnny Jennings
 Project Beginning Date: 28-May-09 Ending Date: 22-Jun-09
 Total Funds Approved: \$44,700

Date	Vendor	Funds Approved for Project	Expenditures	Encumbrances	Available Balance
5/28/2009	Funds Approved for Project	\$44,700			\$ 44,700.00
6/3/2009	NDI Technologies Inc			\$ 44,700.00	\$ -
6/22/2009	NDI Technologies Inc		\$ 44,700.00	\$ (44,700.00)	
		\$44,700	44,700.00	-	\$ -

FY09 Expenditures \$ 44,700.00
 FY09 Encumbrances \$ -

FY09 Asset Forfeiture (Disbursement of Old Asset Forfeiture Pooled Funds)
 41690 NC Department of Revenue
 Project Name: License Tag Readers
 Project Manager: Johnny Jennings
 Project Beginning Date: 28-May-09 Ending Date: 22-Jun-09
 Total Funds Approved: \$44,700

Date	Vendor	Funds Approved for Project	Expenditures	Encumbrances	Available Balance
5/28/2009	Funds Approved for Project	\$44,700			\$ 44,700.00
6/3/2009	NDI Technologies Inc			\$ 44,700.00	\$ -
6/22/2009	NDI Technologies Inc		\$ 44,700.00	\$ (44,700.00)	
		<u>\$ 44,700.00</u>	<u>44,700.00</u>	<u>-</u>	<u>\$ -</u>

CITY OF CHARLOTTE



BUSINESS SUPPORT SERVICES PROCUREMENT DIVISION

TELEPHONE (704) 336-2256 * FAX (704) 336-2258

600 EAST FOURTH STREET * CHARLOTTE, NORTH CAROLINA 28202-2850

Vendor No.: 123120

T O	NDI TECHNOLOGIES INC
	725 W STARE ROAD 434 SUITE E
	LONGWOOD FL 32750

S H I P T O	CHARLOTTE-MECKLENBURG POLICE
	601 EAST TRADE STREET
	CHARLOTTE, N.C.
28202 2940	

PURCHASE ORDER NO. 2009001727 REPRINT NUMBER 2
 ABOVE NUMBER MUST APPEAR ON ALL INVOICES, PAPERS, AND PACKAGES
 RELATIVE TO THIS ORDER

Send Original Invoice to: City Of Charlotte
 Accounts Payable
 600 E. Fourth Street
 Charlotte, N.C. 28202-2848
 Failure to comply with these instructions may result in a delay of payment

DELIVERY DATE	PURCHASING AGENT	VMS NUMBER	F.O.B.	TERMS OF SALE	
11/01/2008	PSD - GENETTA CAROTHERS		DESTINATION	NET 30	
LINE #	FUND - ACCOUNT - CENTER	COMMODITY CODE	QUANTITY UNIT	UNIT PRICE	TOTAL COST
	REQUISITION NO. / REQ. LINE NO.	DESCRIPTION			
		6/3/09 - REVISION 1 - PER GREG CRYSTAL'S REQUEST, I DECREASED THE QUANTITY TO TWO. CONFIRMED CHANGE WITH KEITH AT NDI. PLEASE DO NOT DUPLICATE THE ORDER. THE NEW PO TOTAL IS \$44,700. GNC COMPASS #20363 REFERENCE CONTRACT #0800796 REFERENCE ITB #269-2008-156 CITY COUNCIL APPROVED UNIT PRICE CONTRACT ON 6/9/08 ANY QUESTIONS, CONTACT CAPT JENNINGS 704-353-1110			
0001	0413-0035410-0041690 0000076637/0001	05512 CAMERAS, VIDEO (FOR USE IN POLICE VEHICLES) (5) LICENSE PLATE READER FOR PATROL CARS	2 EACH	22,350.00000	44,700.00
PREVIOUS PO TOTAL==>					111,750.00
PO NET CHANGE (-)==>					67,050.00
					44,700.00

VENDOR PRICES ARE F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED WITH TRANSPORTATION CHARGES PREPAID. THIS PURCHASE ORDER SUBJECT TO TERMS AND CONDITIONS ON FRONT AND REVERSE SIDE HEREOF. INQUIRIES CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE PURCHASING AGENT LISTED ABOVE.

***** CERTIFIED *****
 THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE
 "LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT."

GREG C. GASKINS, FINANCE DIRECTOR

PURCHASE ORDER NOT VALID UNLESS CERTIFICATION IS PRINTED WITHIN THIS BOX.

Kay Elmore
 Procurement Services Director

ACCOUNTS PAYABLE COPY
 - 1319 -

CITY OF CHARLOTTE



BUSINESS SUPPORT SERVICES PROCUREMENT DIVISION

TELEPHONE (704) 336-2256 * FAX (704) 336-2258

300 EAST FOURTH STREET * CHARLOTTE, NORTH CAROLINA 28202-2850

Vendor No.: 123120

NDI TECHNOLOGIES INC
725 W STARE ROAD 434 SUITE E
LONGWOOD FL 32750

SHIP TO

CHARLOTTE-MECKLENBURG POLICE
601 EAST TRADE STREET
CHARLOTTE, N.C.

28202 2940

PURCHASE ORDER NO. 2009001727 REPRINT NUMBER 1

ABOVE NUMBER MUST APPEAR ON ALL INVOICES, PAPERS, AND PACKAGES RELATIVE TO THIS ORDER

Send Original Invoice to: City Of Charlotte
Accounts Payable
600 E. Fourth Street
Charlotte, N.C. 28202-2848

Failure to comply with these instructions may result in a delay of payment

DELIVERY DATE	PURCHASING AGENT	VMS NUMBER	FOB	TERMS OF SALE	
11/01/2008	PSD - GENETTA CAROTHERS		DESTINATION	NET 30	
LINE #	FUND ACCOUNT CENTER	COMMODITY CODE	QUANTITY UNIT	UNIT PRICE	TOTAL COST
	REQUISITION NO./ REQ. LINE NO.	DESCRIPTION			
0001	0413-0035410-0041690 0000076637/0001	COMPASS #20363 REFERENCE CONTRACT #0800796 REFERENCE ITB #269-2008-156 CITY COUNCIL APPROVED UNIT PRICE CONTRACT ON 6/9/08 ANY QUESTIONS, CONTACT CAPT JENNINGS 704-353-1110 05512 CAMERAS, VIDEO (FOR USE IN POLICE VEHICLES) (5) LICENSE PLATE READER FOR PATROL CARS	5 EACH	22,350.00000	111,750.00
PREVIOUS PO TOTAL==>					111,750.00
PO NET CHANGE (+)==>					.00
					111,750.00

VENDOR

PRICES ARE F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED WITH TRANSPORTATION CHARGES PREPAID. THIS PURCHASE ORDER SUBJECT TO TERMS AND CONDITIONS ON FRONT AND REVERSE SIDE HEREOF. INQUIRIES CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE PURCHASING AGENT LISTED ABOVE.

***** CERTIFIED *****

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE
"LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT."

GREG C. GASKINS, FINANCE DIRECTOR

PURCHASE ORDER NOT VALID UNLESS CERTIFICATION IS PRINTED WITHIN THIS BOX.

Kay Elmore
Procurement Services Director

ACCOUNTS PAYABLE COPY

- 1320 -

CITY OF CHARLOTTE



BUSINESS SUPPORT SERVICES PROCUREMENT DIVISION

TELEPHONE (704) 336-2256 * FAX (704) 336-2258

600 EAST FOURTH STREET * CHARLOTTE, NORTH CAROLINA 28202-2850

Vendor No.: 121085

PURCHASE ORDER NO. 2009001727

ABOVE NUMBER MUST APPEAR ON ALL INVOICES, PAPERS, AND PACKAGES
RELATIVE TO THIS ORDERSend Original Invoice to: City Of Charlotte
Accounts Payable
600 E. Fourth Street
Charlotte, N.C. 28202-2848

Failure to comply with these instructions may result in a delay of payment

T
OAPPIAN TECHNOLOGY, INC.
13850 BALLANTYNE CORP PL
CHARLOTTE NC 2827S
H
I
P
T
OCHARLOTTE-MECKLENBURG POLICE
601 EAST TRADE STREET
CHARLOTTE, N.C.

28202 2940

DELIVERY DATE	PURCHASING AGENT	VMS NUMBER	F.O.B.	TERMS OF SALE	
11/01/2008	PSD - GENETTA CAROTHERS		DESTINATION	NET 30	
LINE #	FUND ACCOUNT CENTER	COMMODITY CODE	QUANTITY UNIT	UNIT PRICE	TOTAL COST
	REQUISITION NO./ REQ. LINE NO.	DESCRIPTION			
0001	0413-0035410-0041690 0000076637/0001	COMPASS #16664 REFERENCE CONTRACT #0800796 REFERENCE ITB #269-2008-156 CITY COUNCIL APPROVED UNIT PRICE CONTRACT ON 6/9/08 ANY QUESTIONS, CONTACT CAPT JENNINGS 704-353-1110 05512 CAMERAS, VIDEO (FOR USE IN POLICE VEHICLES) (5) LICENSE PLATE READER FOR PATROL CARS	5 EACH	22,350.00000	111,750.00
					111,750.00

VENDOR

PRICES ARE F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED WITH TRANSPORTATION CHARGES PREPAID. THIS PURCHASE ORDER SUBJECT TO TERMS AND CONDITIONS ON FRONT AND REVERSE SIDE HEREOF. INQUIRIES CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE PURCHASING AGENT LISTED ABOVE.

***** CERTIFIED *****

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE
"LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT."

GREG C. GASKINS, FINANCE DIRECTOR

PURCHASE ORDER NOT VALID UNLESS CERTIFICATION IS PRINTED WITHIN THIS BOX.

Procurement Services Director

ACCOUNTS PAYABLE COPY

- 1321 -



NDI TECHNOLOGIES INC

**385 COMMERCE WAY
LONGWOOD, FL 32750**

Tel 321 441 1800 Fax 321 441 1801

Rick Smith wanted me to send the invoice to Maj Jennings
for his approval.

HE 06/01/12

4-29

Invoice

Date	Invoice #
4/5/2012	300630

Bill To	Deb
City of Charlotte Accounts Payable 600 E Fourth Street Charlotte, N.C. 28202-2848	JAG money per Maj Jennings
Pay to PO#2012004368 0413 0032980 0044420 V20363 HE 05/30/12	

Ship To
Charlotte-Mecklenburg Police 601 East Trade Street Charlotte, North Carolina 28202-2940
RECEIVED 06/13/2012 cdanat

P.O. Number	Terms	Due Date	Rep	Ship	Via	State
0800796	Due on receipt	4/5/2012		4/5/2012		
Qty	Item Code	Description	Price Each	Amount		
4	Road Warrior ALPR Sys...	Road Warrior - Message Board / Speed Trailers equipped with ALPR System	46,520.00	186,080.00		
2	RDS (Rapid Deploymen...	2x Dual IR/Color V220 cameras 2x Custom Cables for V220 to processor 1x TGX-200 Processor /Ethernet cable 2x Camera Window Mounting Brackets 1x VP LPR Application Software (existing laptop) Price includes 3 years On-Site Support and Maintenance effective for three (3) years	11,594.00	23,188.00		
12 APR 11 PM 2:55 gcrystal APPROVED-\$10,000 06/14/2012						
Thanks for choosing NDI Technologies. We appreciate your business.				Total	\$209,268.00	

CITY OF CHARLOTTE

BUSINESS SUPPORT SERVICES PROCUREMENT DIVISION

TELEPHONE (704) 336-2256 * FAX (704) 336-2258

Vendor No.: 123120

NDI TECHNOLOGIES INC
725 W STARE ROAD 434 SUITE E
LONGWOOD FL 32750

CHARLOTTE-MECKLENBURG POLICE
601 EAST TRADE STREET
CHARLOTTE, N.C.

28202 2940

PURCHASE ORDER NO. 2012004368

ABOVE NUMBER MUST APPEAR ON ALL INVOICES, PAPERS, AND PACKAGES
RELATIVE TO THIS ORDER

Send Original Invoice to: City Of Charlotte AP
P.O. Box 37979
Charlotte, N.C. 28237-7979

Failure to comply with these instructions may result in a delay of payment

DELIVERY DATE	PURCHASING AGENT	VMS NUMBER	F.O.B.	TERMS OF SALE	
04/27/2012	PSD - DEBBIE SIMMONS		DESTINATION	NET 30	
LINE #	FUND ACCOUNT CENTER	COMMODITY CODE	QUANTITY UNIT	UNIT PRICE	TOTAL COST
	REQUISITION NO. / REQ. LINE NO.	DESCRIPTION			
0001	0413-0032980-0044420 0000123475/0001	COMPASS #20363 20500 COMPUTERS:HARDWARE, SOFTWARE, PEREPHERALS, SUPPLIES,E 4 EA ROAD WARRIOR ALPR SYSTEM MESSAGE BOARD/SPEED TRAILERS	4 GEN	46,520.00000	186,080.00
0002	0413-0032980-0044420 0000123475/0002	20500 COMPUTERS:HARDWARE, SOFTWARE, PEREPHERALS, SUPPLIES,E 2 EA PORTABLE "RAPID DEPLOYMENT" AUTOMATED LICENSE PLATE READER SYSTEMS WHICH INCLUDE 3YR ONSITE SUPPORT AND MAINTENANCE CC#0800796-2 RCA 03/26/12	2 GEN	11,594.00000	23,188.00
					209,268.00

VENDOR

PRICES ARE F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED WITH TRANSPORTATION CHARGES PREPAID. THIS PURCHASE ORDER SUBJECT TO TERMS AND CONDITIONS ON FRONT
AND REVERSE SIDE HEREOF. INQUIRIES CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE PURCHASING AGENT LISTED ABOVE.

***** CERTIFIED *****

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"LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT."

GREG C. GASKINS, FINANCE DIRECTOR

PURCHASE ORDER NOT VALID UNLESS CERTIFICATION IS PRINTED WITHIN THIS BOX.

Kay Elmore
Procurement Services Director

PROCUREMENT SERVICE COPY

TERMS AND CONDITIONS

The seller agrees that the following terms and conditions will be applicable.

1. If seller refuses to accept this order exactly as written, he will return it at once with explanation.

2. Purchaser will not be responsible for any goods delivered without purchase order.

3. Seller will send separate invoice for each purchase order number.

4. Seller will deliver no invoice to purchaser's employees.

5. No boxing, packing or cartage charges will be allowed by purchaser unless specifically authorized on the face of this order.

6. It shall be understood that the cash discount period to purchaser will date from the receipt of the invoice or from the date of the receipt of goods, which ever is later.

7. The risk of loss of and damage to the goods which are the subject of this order shall be and remain in the seller until the goods are delivered to the destination set out in the order and accepted by the purchaser or its nominee.

8. In the event of seller's failure to deliver as and when specified or to perform as and when specified, purchaser reserves the right to cancel this order or any part thereof, without prejudice to its other rights, and seller agrees that purchaser may return part or all of any shipment so made and may charge seller with any loss or expense sustained as a result of such failure to deliver or to perform.

9. In the event any article, service, or process sold, delivered and/or performed hereunder shall be covered by any patent, copyright, or application for either seller will indemnify and save harmless purchaser from any and all loss, cost or expenses on account of any and all claims suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of rights under such patent, copyright, or application for either.

10. In the event any article, service, or process sold and delivered or sold and performed hereunder shall be defective in any respect whatsoever, seller will indemnify and save harmless purchaser from all loss or the payment of all sums of money by reason of all accidents injuries or damages to persons or property that may happen or occur in connection with the use or sale of such

article, service, or process and are contributed to by said defective condition.

11. If seller performs services or constructs, erects, inspects or delivers here under, seller will indemnify and save harmless buyer from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen or occur in connection therewith.

12. Purchaser reserves the right to place in seller's plant, at purchaser's expense an inspector or inspector's who shall be permitted to inspect before shipment, or during the process of manufacture, any material on this order.

13. Seller agrees not to release any advertising copy mentioning purchaser or quoting the opinion of any of purchaser's employees.

14. Seller represents and warrants that no Federal or State statute or regulation or municipal ordinance, has been or will be violated in the manufacturing, sale and delivery of any article or service sold and delivered hereunder and if such violation has or does occur, seller will indemnify and save harmless purchaser from all loss, penalties, or the payment of all sums of money on account of such violation.

15. Unless this contract is exempt there from under the Rules and regulations of the President's Committee on Equal Employment Opportunity, the contract provisions of Section 301 of the Executive Order No. 10925, dated March 6, 1961, and any subsequent changes thereto are to the extent they may be applicable made a part of this contract by reference.

16. Any contractors supplying both services and materials shall pay all sales or use taxes on materials so furnished and shall indemnify and save harmless purchaser from any damages, costs, expenses or penalties on account of such taxes.

17. Purchaser may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice or course of dealing to the contrary.

18. The terms and conditions of sale as stated in this order govern in event of conflict with any terms of seller's proposal, and are not subject to change by reason of any written or verbal statements by seller or by any terms stated in seller's acknowledgment unless same be accepted in writing by the City of Charlotte.

2012004368

REQUISITION WORKSHEET

PAGE: 1

IE MSD00303

04/24/2012

FOR PA: DJS

REQUISITION NO: 0000123475

FROM: CHARLOTTE-MECKLENBURG POLICE
POL 601 EAST TRADE STREET
CHARLOTTE, N.C.

REQUESTER: EDMONDS, HEATHER

CONTACT:

FUND: 0413

ACCOUNT: 32980

CENTER: 44420

28202 2940

LN#	QTY	SKU	ITEM#	ITEM DESCRIPTION	PRICE
001	0000004	GEN	20500	COMPUTERS:HARDWARE,SOFTWARE,PEREPHERALS,SUPPLIES,E CONTACT HEATHER EDMONDS WITH QUESTIONS 704-336-8938 4 EA ROAD WARRIOR ALPR SYSTEM MESSAGE BOARD/SPEED TRAILERS	46,520.00000
002	0000002	GEN	20500	COMPUTERS:HARDWARE,SOFTWARE,PEREPHERALS,SUPPLIES,E 2 EA PORTABLE "RAPID DEPLOYMENT" AUTOMATED LICENSE PLATE READER SYSTEMS WHICH INCLUDE 3YR ONSITE SUPPORT AND MAINTENANCE CC#0800796-2 RCA 03/26/12 ATTACHMENTS WILL BE SENT	11,594.00000

VENDOR INFORMATION

PREFERRED VENDOR: 123120 _ NDI TECHNOLOGIES INC

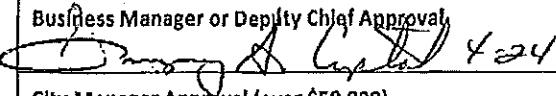
P+D VENDORS:

Fund/Account/Center:
0413-0032980-0044420

Charlotte Mecklenburg Police
Requisition Request Form

Date: 04/24/2012
Date Entered:

Requisition# 123415
PO#
Compass# 20363
GEAC# 123120

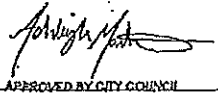
Requested by : Heather Edmonds	Vendor Name and Address: NDI Technologies	Bureau Supervisor Approval
Phone Number: 704-336-8938		Business Manager or Deputy Chief Approval 
CMPD Department: Fiscal Affairs		City Manager Approval (over \$50,000)

Contract Number (if applicable): 0800796-2 RCA Date (if applicable): 03/26/12

City Item:	Quantity	Unit	Ea. Price/Total	Required Date	Actual Price
20500	4	ea	46520.00	04/27/2012	186080.00
Item Description: Road Warrior ALPR System Message Board/Speed Trailers					
City Item:	Quantity	Unit	Ea. Price/Total	Required Date	Actual Price
20500	2	ea	11594.00	04/27/2012	23188.00
Item Description: Two portable "rapid deployment" automated license plate reader systems includes 3yrs onsite support and maintenance					
City Item:	Quantity	Unit	Ea. Price/Total	Required Date	Actual Price
Item Description:					
City Item:	Quantity	Unit	Ea. Price/Total	Required Date	Actual Price
Item Description:					
City Item:	Quantity	Unit	Ea. Price/Total	Required Date	Actual Price
Item Description:					
City Item:	Quantity	Unit	Ea. Price/Total	Required Date	Actual Price
Item Description:					

Ship to Address:	Subtotal \$ 209268.00
Additional Comments: (for example, quote numbers or special instructions)	Freight Chrg \$
	Tax \$
	Actual Total \$ 209,268.00

Please Note: Purchases over \$10K require multiple quotes. A sole source justification form must be filled out and approved in order to submit request without quotes. Please provide a copy of the approval with request.


APPROVED BY CITY COUNCILAshleigh Martin
Approved 3/26/12**40. Police Assets Forfeiture Appropriation**

Action: Adopt an ordinance appropriating \$209,268 in police assets forfeiture funds for the purchase of automated license plate readers.

Staff Resource: Harold Medlock, Police**Explanation**

- CMPD began using automated license plate readers in 2008 to capture license plate information and vehicle descriptions. The data is used for comparison against stolen or wanted vehicle alerts listed with the National Crime Information Center. The data has proven to be a useful investigative and predictive tool for police.
- Police want to appropriate \$209,268 in assets forfeiture funds to purchase four mobile automated license plate readers and two portable "rapid deployment" automated license plate reader systems. These devices are an extension of the automated license plate reader system now being used in four CMPD patrol vehicles. The new technology provides more flexibility in deployment of the license plate readers.
- The automated license plate readers will be purchased off the City's existing contract with NDI Recognition Systems.

Funding

Assets Forfeiture Funds

Attachment 20

Budget Ordinance

**STATE OF NORTH CAROLINA
CITY OF CHARLOTTE**

**SECOND AMENDMENT TO CONTRACT
TO PROVIDE LICENSE PLATE READERS**

THIS SECOND AMENDMENT to the Contract to Provide License Plate Readers (the "Amendment") is made and entered into this 9th day of March, 2012, by and between the City of Charlotte, a North Carolina municipal corporation (the "City") and NDI Technologies, Inc. a company doing business in North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

- A. The City and the Company entered into a written Contract dated July 1, 2008 (the "Contract") pursuant to which the Company agreed to provide License Plate Readers to the City of Charlotte.
- B. The Contract was for a term of three years, with the City having the option to extend the term for two (2) additional one year term.
- C. At the conclusion of the original term of the Contract, the City and the Company agreed to extend the term of the Contract for one (1) additional one-year term to expire on June 30, 2012.
- D. The parties now desire to amend the Contract by making certain changes to the provisions, and to exercise the second renewal option.

NOW, THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Contract as follows:

AGREEMENT

- 1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 2. In order to effectuate the intent of the parties, the original Contract is hereby amended as follows:
- 3. This Second Amendment incorporates the Company name change from Appian Technologies, Inc. to NDI Technologies, Inc.
- 4. Pursuant to Section 3 of the Contract, the City wishes to exercise its option to renew the original Contract for another one-year term to expire on June 30, 2013, unless earlier terminated in accordance with the terms of this Contract.
- 5. This Second Amendment incorporates the License Plate Readers (LPR) Expansion Project (Project) per the unit prices forth in Exhibit A attached to this Amendment.
- 6. This Second Amendment incorporates the Department of Justice contract provisions and City of Charlotte Confidentiality and Proprietary Protection of Sensitive Information Agreement set forth in Exhibit B.
- 7. Except to the extent specifically provided in the amendments contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under the Contract.
- 8. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

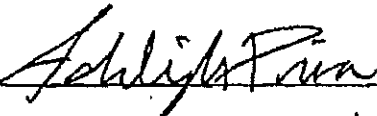
IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

NDI Technology, Inc.

By: 

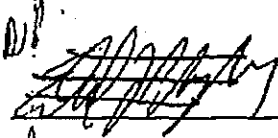
Title: PRESIDENT - CEO

ATTESTED:
CITY OF CHARLOTTE
CITY CLERK'S OFFICE

By: 

Title: Deputy City Clerk

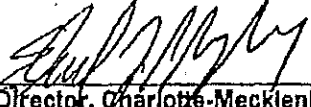
CITY OF CHARLOTTE

By: 

Title: Harriet

Erin P. Campbell
ASSISTANT CITY MANAGER
3/29/2012

APPROVED AS TO INSURANCE REQUIREMENTS:

By: 

Director, Charlotte-Mecklenburg Division
Of Insurance Risk Management

This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.

CITY OF CHARLOTTE
FINANCE DEPARTMENT:

By: N/A - purchase orders to be issued
(Signature)

EXHIBIT A

1. Products and Services - Pricing

The Company shall provide Products and Services at the following unit prices:
 Quantities are estimates for the LPR Expansion Project only, and are subject to change.

Product/Service Description	Quantity	Unit Price	Extended Price
NDI ALPR Processors	39	\$6,000.00	\$234,000.00
NDI ALPR Cameras	91	\$4,500.00	\$409,500.00
Custom ALPR Cables	91	\$ 450.00	\$ 40,950.00
Brackets & Mounts			\$ 36,400.00
On Site Pre & Post Go-Live Project Management			\$ 18,000.00
Engineering & Installation Services			\$18,000.00
VISCE Back Office End User Site License			\$10,000.00
Three-year "On-site Fix or Replace" Support			\$122,686.00
"Road Warrior" Message Board/Speed Trailers equipped with ALPR system	8	\$46,520.00	\$372,160.00
"Rapid Deployment" Mobile	2	\$11,594.00	\$ 23,188.00
TOTAL			\$1,234,894.00

2. Delivery Date

The Company shall deliver all Products to the designated locations to be determined by the CMPD Project Manager no later than June 30, 2012.

All Products shall be fully functional no later than July 15, 2012.

Exhibit B
Department of Justice Contract Provisions

The following provisions are terms and conditions required to be included in contracts funded by Department of Justice (DOJ) Grants. In the event of a conflict between the terms and conditions of the contract document and these provisions, the provisions set forth below will govern.

Equal Employment Opportunity.

During the performance of this contract, the Service Provider agrees as follows:

(1) The Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). In addition, the Service Provider will not discriminate on the basis of an organization's religious character or affiliation. The Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Service Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Service Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Service Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Service Provider's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Service Provider will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Service Provider

will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Reporting Requirements.

The Service Provider is notified that this contract will be financed with DOJ funds. The Contractor shall comply with all DOJ reporting requirements related to this contract, and shall have overall responsibility for all reports. The Service Provider will submit progress reports and financial reports as set forth in 28 CFR 66.40 and 66.41 and additional reports as required by the specific grant terms. The Service Provider agrees to maintain separate and distinct accounts, records and documents that adequately identify the application of DOJ funds and must track accounting and reporting transactions accordingly. The Service Provider further agrees to have the reporting requirements included in any subcontracts.

Patent rights.

Any discovery or invention that arises during the course of this contract shall be reported to the City. The Service Provider agrees to promptly disclose inventions to the City point of contact (within 2 months) after the inventor discloses it in writing to the contractor personnel responsible for patent matters. The DOJ shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

Rights in Data and Copyrights.

As a condition of receiving federal funding, the Service Provider agrees to permit the DOJ to use, duplicate and disclose any Contractor's copyrighted data directly or indirectly utilized in performance of this contract for Federal government purposes.

Accounts, Records and Inspection.

The Service Provider agrees to maintain and make available, during regular business hours, to the City accurate books and accounting records related to its work under this contract. The Service Provider will permit the City to audit, examine all invoices, materials, payrolls records and any other data covered by this contract. The Service Provider shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years after final payment under this contract or until after a final audit has been resolved, whichever is later. The State of North Carolina and any federal agency having an interest in the subject matter of this contract shall have the same rights conferred upon the City by this section. Contractor further agrees to require the inclusion of this section in all subcontracts.

Clean Air and Clean Water Acts (\$100,000 contracts).

By submission of this bid or the execution of this contract or subcontract, as appropriate, the bidder, Service Provider, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

(1) That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

(2) That the Service Provider agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

(3) That the Service Provider shall promptly notify the City of the receipt of any communication from the Director, Office of Federal Activities, or EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) That the Service Provider agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

Energy Policy and Conservation Act.

The Contractor agrees to abide by the applicable mandatory standard and policies relating to energy efficiency which are contained in the North Carolina Energy Efficiency Program Issued in compliance with the Energy Policy and Conservation Act. Contractor further agrees to require the inclusion of this section in all subcontracts.

Audit.

During the term of the Agreement and for a period of three (3) years after final payment under this contract or until after a final audit has been resolved, whichever is later. The City, State or Federal government 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's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City/ for the cost of the audit.

**Restrictions on use of Funds
Mandatory Certification**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned agrees that no federal funds can be used directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government without the express written consent of DOJ.

(4) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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



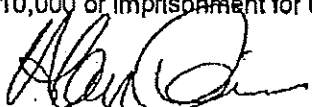
Signature of Authorized Representative

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

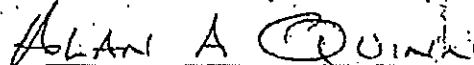
The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement; theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity, (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

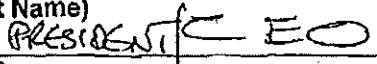
I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.



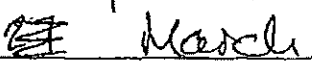
Signature of Authorized Representative (Prime Contractor)



(Print Name)



(Title)



Date

I am unable to certify to the above statements. Attached is my explanation.

Signature of Authorized Representative (Prime Contractor)

(Title)

Date

Confidentiality and Proprietary Protection of Sensitive Information

This Agreement is made by and between the City of Charlotte, North Carolina ("City")
And

NDI Technologies, Inc. ("Firm")
Relative to

License Plate Readers Expansion ("Project")

The Firm and employees with access to information relative to the Project ("Sensitive Information") shall adhere to the confidentiality and proprietary protection requirements set forth herein.

PURPOSE

The intent of this Agreement is to allow the Firm access to Sensitive Information for the sole purpose of bidding on the Project. The Firm shall not allow any Sensitive Information to be reproduced, in whole or in part, under any manner or circumstance. The Firm may allow suppliers or subcontractors approved by the City to view Sensitive Information at the Firm's location.

CONFIDENTIALITY

The Firm and its employees shall be subject to this Agreement and shall regard Sensitive Information as confidential under all circumstances without exception. Access to Sensitive Information by employees of the Firm will be strictly limited to the essential activities identified by the Firm and as approved by the City. The Firm shall only allow those employees approved by the City access to Sensitive Information. The Firm shall not disclose Sensitive Information to any external parties (i.e. persons not employed by the Firm or the City), including regulatory agencies, without the express consent of the City. The Firm and its employees subject to this Agreement must provide care to avoid disclosure of unauthorized view, use, or distribution of the Sensitive Information.

INFORMATION PROTECTION

The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, provides an exemption to the Federal Freedom of Information Act for Sensitive Information. Additionally, the North Carolina Public Records Act includes exemptions to protect Sensitive Information. These laws shall be invoked by the Firm and its employees. If the Firm or its employees receive any requests to access Sensitive Information, the Firm or its employees shall refer the requestor to the City.

HARD-COPY DATA PROTECTION

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 Agreement). All Sensitive Information remains the property of the City. The Firm will return to the City all Sensitive Information the day after bids 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 Agreement and who has taken all necessary steps to confirm the destruction of the Sensitive Information in accordance with this Agreement.

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 Agreement therefore, agree that in the event of a violation or threatened violation of this 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 subject to this Agreement who has (have) breached or threatened to breach this Agreement. Without limiting the foregoing in any manner, the Firm and/or such employee(s) who has (have) breached or threatened to breach this Agreement agree(s) not to raise the defense that the City has an adequate remedy at law.

If the Firm and/or any employee subject to this Agreement 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 and/or such employee will notify the City immediately and without delay in order to allow the City to take necessary action including a protective order, as appropriate, and will cooperate fully with the City in protecting the confidentiality of the Sensitive Information to the fullest extent permitted by applicable law.

The Firm and its employees subject to this Agreement may not assign any of their rights, duties or obligations under this Agreement without the prior written consent of the City. This 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 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 Agreement. The City reserves the right to conduct background checks on any and all employees of Firms at City's expense.

The City's failure to enforce or exercise any provision, right or option of this 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 Agreement.

Type of Firm:	☐ Sole Proprietor	☐ Partnership	☒ Corporation	☐ Limited Liability Company
Firm Name:	NDI Technologies Inc.			
(Full Legal Name)				
Address:	385 Commerce Way			
	Longwood	State: Florida	Zip: 32750	
Phone:	321-441-1800	Fax:	321-441-1801	
Email:	a.quinn@nditech.net			
Printed Name:	Alan A Quinn	Title:	President / CEO	
Signature:				

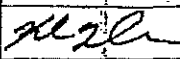
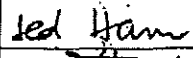
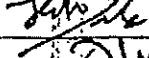
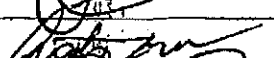
Sensitive Information Access List

This form must be used to track access of Sensitive Information by the Firm, including but limited to the Firm's employees, suppliers, and subcontractors for the Project. The employee, supplier, or subcontractor must sign this form, agreeing to the terms and conditions set forth in the Agreement. Copy this form as needed. The City reserves the right to approve and/or reject any employee or entity's access to Sensitive Information. Failure to submit this form OR to identify the required information of all employees and entities to whom Sensitive Information shall be accessed, may be grounds for rejection by the City.

Firm Name: NDI Technologies Inc.

Project Name: CMPD LPR Expansion Project

Project Number: _____

Employee Name	Title / Essential Responsibilities	Signature of Employee	Approved	Not Approved
Keith Yahn	Operations Director			
Gerald Hammond	Snr. Systems Engineer			
Khemal Dole	Software Development Mgr			
Tharaka Goonetilleke	Hardware Development Mgr			
Christopher McKissick	Director of Sales			
Anthony Morel	Field Installation Engineer			
Alan Quinn	President - CEO			

Entity Name:	NDI Technologies Inc.				
Address:	385 Commerce Way				
	Longwood, FL 32750				
Phone:	321 441 1800				
Email:	k.yahn@nditech.net				
Contact Person:	Keith Yahn	Signature:			
Entity Name:					
Address:					
Phone:					
Email:					
Contact Person:		Signature:			

RCM

REQUISITION HEADER AND LINE COMMENTS

Credits (PCM)

Return

*Buy Entity: PSCC *Requisition Number: 0000123475

Catalog Number: Item Number: Beginning Seq Nbr:

Control PO Sequence
Field Line Number

Comments and Specifications

Print
Line

A	0001	001	Contact Heather Edmonds with questions 704-336-8938	Y
A	0001	002	4 ea Road Warrior ALPR System Message Board/Speed	Y
A	0001	003	Trailers	Y
A	0002	001	2 ea portable "rapid deployment" automated license	Y
A	0002	002	plate reader systems which include 3yr onsite support	Y
A	0002	003	and maintenance	Y
A	0002	004	EC#0800796-2 RCA 03/26/12	Y
A	0002	005	Attachments will be sent	Y

Control Field Options

A-Add B-Bypass C-Change D-Delete

Request: Continue

AGENTS

AP Main

BC Main

GL Main

PS Main

Main Menu

ADDS

APC

COMPASS

Log Out

Approved by City Council

Stephanie Kelly
Stephanie Kelly
02/01/2011

2012 Democratic National Convention

- Action:
- A. Approve the 2012 Democratic National Convention Agreement and License Agreement by and among the 2012 Democratic National Convention Committee, Inc.; the Charlotte DNC Host Committee and Committee for Charlotte 2012; and Charlotte Arena Operations, LLC.
 - B. Authorize the City Manager to award all contracts in furtherance of the City's obligations under the agreements approved in A above.

123120



NDI TECHNOLOGIES INC

385 COMMERCE WAY
LONGWOOD, FL 32750

Tel 321 441 1800 Fax 321 441 1801

Invoice

Date	Invoice #
7/20/2012	300664A

Bill To
City of Charlotte Accounts Payable P.O. Box 37949 Charlotte, N.C. 28237-7979

Ship To
Charlotte-Mecklenburg Police 4100 Yorkmont Rd. Charlotte, North Carolina 28202-2940 Delivered to Holding Facility at: 9700 Research Dr. Charlotte, NC

Deb

P.O. Number	Terms	Due Date	Rep	Ship	Via	Project #
2012004839 Phase III	Due on receipt	7/20/2012	CMc	7/20/2012		
Qty	Item Code	Description	Price Each	Amount		
37	C320D-010ENI-DC	Dual Lens Static Camera (Color & IR) variable focal lenses & IR Illumination. IP68 rated, FCC/CE approved.	4,500.00	166,500.00		
5	SCIV	SCIV Fixed ALPR Processor (Supporting camera, pwr, cable assy, TGX-8, lightening protection circuitry, power supply, TALON Plate Recognition Engine	6,000.00	30,000.00		
35	MOUNTING BRACKE...	Custom Mounting Brackets	439.89	15,396.15		
37	C3 Cables 10m	C3-01-10 Cables 10m	450.00	16,650.00		
	Installation Service	Installation & Commissioning Service (Includes Shipping and/or Freight to Agency)	9,000.00	9,000.00		
	Project Engineer	Project Engineer - (Includes Travel & Living Cost associated w/Installation, Configuration & Training)	9,000.00	9,000.00		
	Raven-X	Sierra Wireless Airlink GX400 Modems including antenna	592.00	27,232.00		
	VISCE Static	VISCE Multi-Agency Config.-Data Sharing Enabled (Req. Connectivity between Agencies & Signed MOU)	5,000.00	5,000.00		
		SubTotals of all items above		278,778.15		
	Road Warrior ALPR Sys...	Road Warrior - Message Board / Speed Trailers equipped with ALPR System in the amount of \$186080.00 (to be billed on Inv300664B when delivered)	0.00	0.00		
	MWarr - 1 Year	Manufacturer's Warranty included - 1st Year	0.00	0.00		
	ASR (Gold Plan)	Upgraded Annual Support Agreement (GOLD PLAN)	52,528.00	52,528.00		
		Telephone and On-Site (fix or replace) extended warranty on equipment and software including all upgrades, revisions and improvements on ALL EQUIPMENT ABOVE effective 1yr from installation				
	Acceptance of Holdback	PER CONTRACT AGREEMENT page 20 -23 PAYMENT TERMS ARE INVOICE WITH EQUIPMENT DELIVERY LESS 15% HOLDBACK Holdback 15% (To be invoiced after installation and acceptance on Inv#300644C)	-77,608.00	-77,608.00		
Thank you for being a valuable customer!				Total	\$253,698.15	

DNC - License Plate Readers

PO #2012004839

0413 / 0035490 / 0053333

Lines 1, 5, 7, 9, 10, and 3

Line 2 - \$4,920.00

CITY OF CHARLOTTE



BUSINESS SUPPORT SERVICES PROCUREMENT DIVISION

TELEPHONE (704) 336-2256 * FAX (704) 336-2258

PURCHASE ORDER NO. 2012004839

ABOVE NUMBER MUST APPEAR ON ALL INVOICES, PAPERS, AND PACKAGES
RELATIVE TO THIS ORDERSend Original Invoice to: City Of Charlotte AP
P.O. Box 37979
Charlotte, N.C. 28237-7979

Failure to comply with these instructions may result in a delay of payment

Vendor No.: 123120

T O	NDI TECHNOLOGIES INC
	725 W STARE ROAD 434 SUITE E
	LONGWOOD FL 32750

S H I P T O	CMPD
	4100 YORKMONT RD.
	CHARLOTTE, NC 28208

DELIVERY DATE	PURCHASING AGENT	VMS NUMBER	F.O.B	TERMS OF SALE	
07/07/2012	PSD - JOSHUA MATTHEWS		DESTINATION	NET 30	
LINE #	FUND ACCOUNT CENTER	COMMODITY CODE	QUANTITY UNIT	UNIT PRICE	TOTAL COST
	REQUISITION NO. / REQ. LINE NO.	DESCRIPTION			
		COMPASS # 20363 ITB # 269-2008-156 CITY COUNCIL APPROVED 6/9/2008 CONTRACT # 0800796-2 REF. CMPD STRATEGIC PARTNERSHIP EXPANSION REV DATED 5/23/2012 TPET APPROVED 2/8/2012 PLEASE CONTACT CRYSTAL CODY WITH ANY QUESTIONS REGARDING THIS ORDER AT 704-336-8076			
0001	0413-0035490-0053333 0000124018/0001	20489 SCANNERS AND READERS, MAGNETIC STRIP	37 EA 4,500.00000		166,500.00
0002	0413-0035490-0053333 0000124018/0002	20489 SCANNERS AND READERS, MAGNETIC STRIP SCIV LPR PROCESSOR. FIXED ALPR PROCESSOR. NDI'S FIXED SCIV ALPR PROCESSOR SUPPORTING CAMERA, POWER, CABLE ASSEMBLY'S, TGX-8, LIGHTNING PROTECTION CIRCUITRY, POWER SUPPLY, TALON PLATE RECOGNITION ENGINE.	5 EA 6,000.00000		30,000.00

VENDOR

PRICES ARE F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED WITH TRANSPORTATION CHARGES PREPAID. THIS PURCHASE ORDER SUBJECT TO TERMS AND CONDITIONS ON FRONT
AND REVERSE SIDE HEREOF. INQUIRIES CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE PURCHASING AGENT LISTED ABOVE.

***** CERTIFIED *****
 THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE
 "LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT."

GREG C. GASKINS, FINANCE DIRECTOR

Kay Elmore
 Procurement Services Director

PURCHASE ORDER NOT VALID UNLESS CERTIFICATION IS PRINTED WITHIN THIS BOX.

PROCUREMENT SERVICE COPY

CITY OF CHARLOTTE



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	LONGWOOD FL 32750

S H I P T O	CMPD
	4100 YORKMONT RD.
	CHARLOTTE, NC 28208

DELIVERY DATE	PURCHASING AGENT	VMS NUMBER	F.O.B.	TERMS OF SALE	
07/07/2012	PSD - JOSHUA MATTHEWS		DESTINATION	NET 30	
LINE #	FUND ACCOUNT CENTER	COMMODITY CODE	QUANTITY UNIT	UNIT PRICE	TOTAL COST
0003	0413-0035490-0053333 0000124018/0003	20489 SCANNERS AND READERS, MAGNETIC STRIP VISCE-ENT. WEB BASED VISCE SOFTWARE SERVER - CMPD SITE LICENSE.	1 SERV	5,000.00000	5,000.00
0004	0413-0035490-0053340 0000124018/0004	20489 SCANNERS AND READERS, MAGNETIC STRIP C3-01-CABLES IN CUSTOM LENGTHS FROM 5M TO 20M (PRICES/ LENGTHS: \$335./5M, \$450./10M, \$565./15M, \$670./20M) VISCE-MULTI-AGENCY CONFIGURATION - DATA SHARING ENABLED (REQUIRES CONNECTIVITY BETWEEN AGENCIES & SIGNED MOU). COST OF \$2,500 INCLUDED	37 EA	450.00000	16,650.00
0005	0413-0035490-0053333 0000124018/0005	20489 SCANNERS AND READERS, MAGNETIC STRIP MNT - FIXED MOUNTING BRACKETS (IE: WALL, POLE, ETC)	35 EA	439.89000	15,396.15

VENDOR PRICES ARE F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED WITH TRANSPORTATION CHARGES PREPAID. THIS PURCHASE ORDER SUBJECT TO TERMS AND CONDITIONS ON FRONT AND REVERSE SIDE HEREOF. INQUIRIES CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE PURCHASING AGENT LISTED ABOVE.

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Procurement Services Director

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	CHARLOTTE, NC 28208

DELIVERY DATE	PURCHASING AGENT	VMS NUMBER	F.O.B.	TERMS OF SALE	
07/07/2012	PSD - JOSHUA MATTHEWS		DESTINATION	NET 30	
LINE #	FUND - ACCOUNT - CENTER	COMMODITY CODE	QUANTITY UNIT	UNIT PRICE	TOTAL COST
0006	0413-0035490-0053340 0000124018/0006	20489 SCANNERS AND READERS, MAGNETIC STRIP INSTALLATION. ON-SITE ENGINEERING SERVICES (INSTALLATION, CONFIGURATION AND COMMISSIONING).	1 SERV	736.00000	736.00
0007	0413-0035490-0053333 0000124018/0007	20489 SCANNERS AND READERS, MAGNETIC STRIP INSTALLATION. ON-SITE ENGINEERING SERVICES (INSTALLATION, CONFIGURATION AND COMMISSIONING).	1 SERV	8,264.00000	8,264.00
0008	0413-0035490-0053333 0000124018/0008	20489 SCANNERS AND READERS, MAGNETIC STRIP SHIPPING AND/OR FREIGHT TO AGENCY INCLUDED. TRAVEL & LIVING COSTS ASSOCIATED WITH INSTALLATION, CONFIGURATION, TRAINING INCLUDED. 1ST YEAR MANUFACTURER WARRANTY INCLUDED AT "NO CHARGE". OPTIONAL UPGRADED ANNUAL SUPPORT AGREEMENT; GOLD SUPPORT INCLUDING: "ON-SITE FIX OR REPLACE HARDWARE	1 SERV	52,528.00000	52,528.00

VENDOR

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Procurement Services Director

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07/07/2012	PSD - JOSHUA MATTHEWS		DESTINATION	NET 30	
LINE #	FUND- ACCOUNT- CENTER	COMMODITY CODE	QUANTITY UNIT	UNIT PRICE	TOTAL COST
	REQUISITION NO / REQ. LINE NO	DESCRIPTION			
		AND SOFTWARE".			
0009	0413-0035490-0053333 0000124018/0009	20489 SCANNERS AND READERS, MAGNETIC STRIP PROJ-SERV. PROJECT MANAGEMENT SERVICES	1 SERV	9,000.00000	9,000.00
0010	0413-0035490-0053333 0000124018/0010	20489 SCANNERS AND READERS, MAGNETIC STRIP 3RD PARTY. SIERRA WIRELESS AIRLINK GX400 MODEMS INCLUDING ANTENNA.	46 EA	592.00000	27,232.00
0011	0413-0035490-0053333 0000124018/0011	20489 SCANNERS AND READERS, MAGNETIC STRIP ROAD WARRIOR MESSAGE / SPEED TRAILERS WITH ALPR EQUIPPED PHASDE III - WORK PERFORMED PER ATTACHED STATEMENT OF WORK. PER QUOTE DATED MAY 16, 2012	4 EA	46,520.00000	186,080.00
					517,386.15

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Kay Elmore
Procurement Services Director

PROCUREMENT SERVICE COPY

TERMS AND CONDITIONS

The Seller agrees that the following terms and conditions will be applicable:

1. If Seller refuses to accept this order exactly as written, he will return it at once with explanation.

2. Seller confirms it has purchased a Business Privilege License to sell goods or services within Charlotte. Otherwise, Seller agrees to do so prior to completion of this order, and may contact the Tax Collector within the County government for instructions.

3. Purchaser will not be responsible for any goods delivered without purchase order.

4. Seller will send separate invoice for each purchase order number.

5. Seller will deliver no invoice to purchaser's employees.

6. No boxing, packing or cartage charges will be allowed by purchaser unless specifically authorized on the face of this order.

7. It shall be understood that the cash discount period to purchaser will date from the receipt of the invoice or from the date of the receipt of goods, whichever is later.

8. The risk of loss of and damage to the goods which are the subject of this order shall be and remain in the Seller until the goods are delivered to the destination set out in the order and accepted by the purchaser or its nominee.

9. In the event of Seller's failure to deliver as and when specified or to perform as and when specified, purchaser reserves the right to cancel this order or any part thereof, without prejudice to its other rights, and Seller agrees that purchaser may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to deliver or to perform.

10. In the event any article, service, or process sold, delivered and/or performed hereunder shall be covered by any patent copyright, or application for either Seller will indemnify and save harmless purchaser from any and all loss, cost or expenses on account of any and all claims suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of rights under such patent, copyright, or application for either.

11. In the event any article, service, or process sold and delivered or sold and performed hereunder shall be defective in any respect whatsoever, Seller will indemnify and save harmless purchaser from all loss or the payment of all sums of money by reason of all accidents injuries or damages to persons or property that may happen or occur in connection with the use or sale of such article, service, or process and are contributed to by said defective condition.

12. If Seller performs services or constructs, erects, inspects or delivers hereunder, Seller will indemnify and save harmless purchaser from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen or occur in connection therewith.

13. Purchaser reserves the right to place in Seller's plant, at purchaser's expense an inspector or inspectors who shall be permitted to inspect before shipment, or during the process of manufacture, any material on this order.

14. Seller agrees not to release any advertising copy mentioning purchasing or quoting the opinion of any purchaser's employees.

15. Seller represents and warrants that no Federal or State statute or regulation or municipal ordinance, has been or will be violated in the manufacturing, sale and delivery of any article or service sold and delivered hereunder and if such violation has or does occur, Seller will indemnify and save harmless purchaser from all loss penalties, or the payment of all sums of money on account of such violation.

16. Unless this contract is exempt there from under the Rules and regulations of the President's Committee on Equal Employment Opportunity, the contract provisions of Section 301 of the Executive Order No. 10925, dated March 6, 1961, and any subsequent changes thereto are to the extent they may be applicable made a part of this contract by reference.

17. Any contractors supplying both services and materials shall pay all sales or use taxes on materials so furnished and shall indemnify and save harmless purchaser from any damages, costs, expenses or penalties on account of such taxes.

18. Purchaser may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice or course of dealing to the contrary.

19. The terms and conditions of sale as stated in this order govern in event of conflict with any terms of Seller's proposal, and are not subject to change by reason of any written or verbal statements by Seller or by any terms stated in Seller's acknowledgement unless same be accepted in writing by the City of Charlotte.

20. Seller consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of Seller by reducing any payment, whether monthly, quarterly, semi-annually, or annually, made by the City to the Seller pursuant to this mutually agreed upon contract/agreement for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Seller to the City. Seller hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent Seller from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.

REQUISITION WORKSHEET
IE MSD00303
05/30/2012

PAGE: 1

FOR PA: JIM

REQUISITION NO: 0000124018

FROM: CMPD
YRK 4100 YORKMONT RD.
CHARLOTTE, NC 28208

REQUESTER: KRAMER DEBRA - POLICE
CONTACT:
FUND: 0413
ACCOUNT: 35490
CENTER: 53333

P. #2000 4839

LN#	QTY	SKU	ITEM#	ITEM DESCRIPTION	PRICE
✓ 001	0000037	EA	20489	SCANNERS AND READERS, MAGNETIC STRIP COMPASS #20363 CALL CRYSTAL CODY @ 704-336-8076 WITH QUESTIONS C320-01-810 STATIC/FIXED ALPR CAMERA(S). NDI'S C320-810NM DUAL LENS LPR CAMERA (COLOR & IR) VARIABLE FOCAL LENSES AND IR ILLUMINATION. IP68 RATED, FCC/CE APPROVED.	4,500.00000 ✓
002	0000005	EA	20489	SCANNERS AND READERS, MAGNETIC STRIP SCIV LPR PROCESSOR. FIXED ALPR PROCESSOR. NDI'S FIXED SCIV ALPR PROCESSOR SUPPORTING CAMERA, POWER, CABLE ASSEMBLY'S, TGX-8, LIGHTNING PROTECTION CIRCUITRY, POWER SUPPLY, TALON PLATE RECOGNITION ENGINE.	6,000.00000 ✓
003	0000001	EA	20489	SCANNERS AND READERS, MAGNETIC STRIP VISCE-ENT. WEB BASED VISCE SOFTWARE SERVER - CMPD SITE LICENSE.	\$ 10,000.00000 5,000.00000
004	0000037	EA	20489	SCANNERS AND READERS, MAGNETIC STRIP C3-01-CABLES IN CUSTOM LENGTHS FROM 5M TO 20M (PRICES/ LENGTHS: \$335./5M, \$450./10M, \$565./15M, \$670./20M) VISCE-MULTI-AGENCY CONFIGURATION - DATA SHARING ENABLED (REQUIRES CONNECTIVITY BETWEEN AGENCIES & SIGNED MOU). COST OF \$2,500 INCLUDED	450.00000 ✓
005	0000035	EA	20489	SCANNERS AND READERS, MAGNETIC STRIP MNT - FIXED MOUNTING BRACKETS (IE: WALL, POLE, ETC)	439.89000 ?
006	0000001	EA	20489	SCANNERS AND READERS, MAGNETIC STRIP INSTALLATION. ON-SITE ENGINEERING SERVICES (INSTALLATION, CONFIGURATION AND COMMISSIONING).	736.00000 ?
007	0000001	EA	20489	SCANNERS AND READERS, MAGNETIC STRIP INSTALLATION. ON-SITE ENGINEERING SERVICES (INSTALLATION, CONFIGURATION AND COMMISSIONING).	8,264.00000 ?

REQUISITION WORKSHEET

IE MSD00303

05/30/2012

PAGE: 2

FOR PA: JIM

REQUISITION NO: 0000124018

FROM: CMPD
YRK 4100 YORKMONT RD.
CHARLOTTE, NC 28208

REQUESTER: KRAMER DEBRA - POLICE
CONTACT:
FUND: 0413
ACCOUNT: 35490
CENTER: 53333

LN#	QTY	SKU	ITEM#	ITEM DESCRIPTION	PRICE
008	0000001	EA	20489	SCANNERS AND READERS, MAGNETIC STRIP SHIPPING AND/OR FREIGHT TO AGENCY INCLUDED. TRAVEL & LIVING COSTS ASSOCIATED WITH INSTALLATION, CONFIGURATION, TRAINING INCLUDED. 1ST YEAR MANUFACTURER WARRANTY INCLUDED AT "NO CHARGE". OPTIONAL UPGRADED ANNUAL SUPPORT AGREEMENT; GOLD SUPPORT INCLUDING: "ON-SITE FIX OR REPLACE HARDWARE AND SOFTWARE".	52,528.00000
009	0000001	EA	20489	SCANNERS AND READERS, MAGNETIC STRIP PROJ-SERV. PROJECT MANAGEMENT SERVICES	9,000.00000
010	0000046	EA	20489	SCANNERS AND READERS, MAGNETIC STRIP 3RD PARTY. SIERRA WIRELESS AIRLINK GX400 MODEMS INCLUDING ANTENNA.	592.00000
011	0000004	EA	20489	SCANNERS AND READERS, MAGNETIC STRIP ROAD WARRIOR MESSAGE / SPEED TRAILERS WITH ALPR EQUIPPED PHASDE III - WORK PERFORMED PER ATTACHED STATEMENT OF WORK. PER QUOTE DATED MAY 16, 2012 DOCUMENTS TO BE SENT	46,520.00000

VENDOR INFORMATION

121085

PREFERRED VENDOR: 123120 - ~~NOI TECHNOLOGIES INC~~

P+D VENDORS:

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



NDI TECHNOLOGIES INC

**385 COMMERCE WAY
LONGWOOD, FL 32750**

Tel 321 441 1800 Fax 321 441 1801

123120
7-26

Invoice

Date	Invoice #
7/3/2012	300652A

Bill To
City of Charlotte Accounts Payable P.O. Box 37949 Charlotte, N.C. 28237-7979

Ship To
Charlotte-Mecklenburg Police 4100 Yorkmont Rd. Charlotte, North Carolina 28202-2940 <u>PO#2012004840</u> Phase II Deb

P.O. Number	Terms	Due Date	Rep	Ship	Via	Project #
2012004840 Phase II	Due on receipt	7/3/2012	CMC	6/4/2012	FEDEX	
Qty	Item Code	Description	Price Each	Amount		
60	C320D-010EN1-DC	Dual Lens Static Camera (Color & IR) variable focal lenses & IR Illumination. IP68 rated, FCC/CE approved.	4,500.00	270,000.00		
35	SCIV	SCIV Fixed ALPR Processor (Supporting camera, pwr, cable assby, TGX-8, lightening protection circuitry, power supply, TALON Plate Recognition Engine	6,000.00	210,000.00		
35	MOUNTING BRACKET...	Custom Mounting Brackets	600.11	21,003.85		
60	C3 Cables 10m	C3-01-10 Cables 10m	450.00	27,000.00		
	Installation Service	Installation & Commissioning Service (Includes Shipping and/or Freight to Agency)	9,000.00	9,000.00		
	Project Engineer	Project Engineer - (Includes Travel & Living Cost associated w/Installation, Configuration & Training)	9,000.00	9,000.00		
1	VISCE-ENT-ED	Web Based VISCE Software Server - CMPD Site License	5,000.00	5,000.00		
1	VISCE Static	VISCE Multi-Agency Config.-Data Sharing Enabled (Req. Connectivity between Agencies & Signed MOU)	0.00	0.00		
	MWarr - 1 Year	Manufacturer's Warranty included - 1st Year	0.00	0.00		
1	ASR (Gold Plan)	Upgraded Annual Support Agreement (GOLD PLAN) Telephone and On-Site (fix or replace) extended warranty on equipment and software including all upgrades, revisions and improvements on ALL EQUIPMENT ABOVE effective 1yr from installation	70,168.00	70,168.00		
	Discount	Less agreed discount on system	-50,000.00	-50,000.00		
		SubTotals of all items above		571,171.85		
		PER CONTRACT AGREEMENT page 20 -23 PAYMENT TERMS ARE INVOICE WITH EQUIPMENT DELIVERY LESS 15% HOLDBACK				
	Holdback	Holdback 15%	-85,676.00	-85,676.00		
		Equipment has been delivered and installation in process. THANK YOU!				

Thank You for choosing NDI Technologies, Inc. Your Equipment has been delivered.

Total

\$485,495.85

7-26

CITY OF CHARLOTTE

BUSINESS SUPPORT SERVICES PROCUREMENT DIVISION

TELEPHONE (704) 336-2256 * FAX (704) 336-2258


PURCHASE ORDER NO. 2012004840 REPRINT NUMBER 2
 ABOVE NUMBER MUST APPEAR ON ALL INVOICES, PAPERS, AND PACKAGES
 RELATIVE TO THIS ORDER

 Send Original Invoice to: City Of Charlotte AP
 P.O. Box 37979
 Charlotte, N.C. 28237-7979

Failure to comply with these instructions may result in a delay of payment

Vendor No.: 123120

 TO
 NDI TECHNOLOGIES INC
 385 COMMERCE WAY
 LONGWOOD FL 32750

 SHIP TO
 CMPD
 4100 YORKMONT RD.
 CHARLOTTE, NC 28208

DELIVERY DATE	PURCHASING AGENT	VMS NUMBER	F.O.B.	TERMS OF SALE	
06/30/2012	PSD - JOSHUA MATTHEWS		DESTINATION	NET 30	
LINE #	FUND- ACCOUNT- CENTER	COMMODITY CODE	QUANTITY UNIT	UNIT PRICE	TOTAL COST
	REQUISITION NO./ REQ. LINE NO.	DESCRIPTION			
		COMPASS # 20363 ITB # 269-2008-156 CITY COUNCIL APPROVED 6/9/2008 CONTRACT # 0800796-2 REF. STRATEGIC PARTNERSHIP LPR EXPANSION PROJECT QUOTE TPET APPROVED 2/8/12 PLEASE CONTACT CRYSTAL CODY WITH ANY QUESTIONS REGARDING THIS ORDER AT 704-336-8076 REPRINT 1 TO REDUCE LINE 7 BY \$50,000 TO TAKE DISCOUNT BRE 6/26/2012			
0001	0362-0035490-0044995 0000124020/0001	20489 SCANNERS AND READERS, MAGNETIC STRIP	60 EA	4,500.00000	270,000.00
0002	0362-0035490-0044995 0000124020/0002	20489 SCANNERS AND READERS, MAGNETIC STRIP	35 EA	6,000.00000	210,000.00

VENDOR PRICES ARE F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED WITH TRANSPORTATION CHARGES PREPAID. THIS PURCHASE ORDER SUBJECT TO TERMS AND CONDITIONS ON FRONT AND REVERSE SIDE HEREOF. INQUIRIES CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE PURCHASING AGENT LISTED ABOVE.

 ***** CERTIFIED *****
 THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE
 "LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT."

GREG C. GASKINS, FINANCE DIRECTOR

PURCHASE ORDER NOT VALID UNLESS CERTIFICATION IS PRINTED WITHIN THIS BOX.

Procurement Services Director

PROCUREMENT SERVICE COPY

CITY OF CHARLOTTE

BUSINESS SUPPORT SERVICES PROCUREMENT DIVISION

TELEPHONE (704) 336-2256 * FAX (704) 336-2258



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TO NDI TECHNOLOGIES INC
 385 COMMERCE WAY
 LONGWOOD FL 32750

SHIP TO
 CMPD
 4100 YORKMONT RD.
 CHARLOTTE, NC 28208

DELIVERY DATE	PURCHASING AGENT	VMS NUMBER	F.O.B.	TERMS OF SALE	
06/30/2012	PSD - JOSHUA MATTHEWS		DESTINATION	NET 30	
LINE #	FUND- ACCOUNT- CENTER	COMMODITY CODE	QUANTITY UNIT	UNIT PRICE	TOTAL COST
	REQUISITION NO./ REQ. LINE NO.	DESCRIPTION			
0003	0362-0035490-0044995 0000124020/0003	SCIV LPR PROCESSOR. FIXED ALPR PROCESSOR. NDI'S FIXED SCIV ALPR PROCESSOR SUPPORTING CAMERA, POWER, CABLE ASSEMBLY'S TGX-8, LIGHTNING PROTECTION CIRCUITRY, POWER SUPPLY, TALON PLATE RECOGNITION ENGINE. 20489 1 EA SCANNERS AND READERS, MAGNETIC STRIP	5,000.00000		5,000.00
0004	0362-0035490-0044995 0000124020/0004	VISCE-ENT WEB BASED VISCE SOFTWARE SERVER - CMPD SITE LICENSE. VISCE MULTI. VISCE MULTI-AGENCY CONFIGURATION - DATA SHARING ENABLED (REQUIRES CONNECTIVITY BETWEEN AGENCIES & SIGNED MOU). 20489 60 EA SCANNERS AND READERS, MAGNETIC STRIP C3-01-CABLES. CE-01-ALPR CABLES IN CUSTOM LENGTHS FROM 5M TO 20M. (PRICES/LENGTHS: \$335./5M, \$450./10M, \$565./15M, \$670./20M)	450.00000		27,000.00

VENODR PRICES ARE F.D.B. DESTINATION UNLESS OTHERWISE SPECIFIED WITH TRANSPORTATION CHARGES PREPAID. THIS PURCHASE ORDER SUBJECT TO TERMS AND CONDITIONS ON FRONT
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GREG C. GASKINS, FINANCE DIRECTOR

Kary Elmore
 Procurement Services Director

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BUSINESS SUPPORT SERVICES PROCUREMENT DIVISION

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 P.O. Box 37979
 Charlotte, NC, 28237-7979

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Vendor No.: 123120

T O	NDI TECHNOLOGIES INC
	385 COMMERCE WAY
	LONGWOOD FL 32750

S H I P T O	CMPD
	4100 YORKMONT RD.
	CHARLOTTE, NC 28208

DELIVERY DATE	PURCHASING AGENT	VMS NUMBER	F.O.B.	TERMS OF SALE	
06/30/2012	PSD - JOSHUA MATTHEWS		DESTINATION	NET 30	
LINE #	FUND- ACCOUNT- CENTER	COMMODITY CODE	QUANTITY UNIT	UNIT PRICE	TOTAL COST
0005	0362-0035490-0044995 0000124020/0005	20489	35 EA	600.11000	21,003.85
		SCANNERS AND READERS, MAGNETIC STRIP MNT- MOUNTS. FIXED MOUNTING BRACKETS (1E: WALL, POLE, ETC.)			
0006	0362-0035490-0044995 0000124020/0006	20489	1 SERV	9,000.00000	9,000.00
		SCANNERS AND READERS, MAGNETIC STRIP INSTALLATION. ON-SITE ENGINEERING SERVICES (INSTALLATION, CONFIGURATION AND COMMISSIONING)			
0007	0362-0035490-0044995 0000124020/0007	20489	1 SERV	20,168.00000	20,168.00
		SCANNERS AND READERS, MAGNETIC STRIP SHIPPING AND/OR FREIGHT TO AGENCY INCLUDED. TRAVEL & LIVING COSTS ASSOCIATED WITH INSTALLATION. CONFIGURATION, TRAINING INCLUDED. 1ST YEAR MANUFACTURER WARRANTY INCLUDED AT "NO CHARGE". OPTIONAL UPGRADED ANNUAL SUPPORT AGREEMENT; GOLD SUPPORT INCLUDING: "ON-SITE FIX OR REPLACE			

VENDOR

PRICES ARE F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED WITH TRANSPORTATION CHARGES PREPAID. THIS PURCHASE ORDER SUBJECT TO TERMS AND CONDITIONS ON FRONT AND REVERSE SIDE HEREOF. INQUIRIES CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE PURCHASING AGENT LISTED ABOVE.

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 "LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT."

GREG C. GASKINS, FINANCE DIRECTOR

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Kay Elmore
 Procurement Services Director

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BUSINESS SUPPORT SERVICES PROCUREMENT DIVISION

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Vendor No.: 123120

T O	NDI TECHNOLOGIES INC
	385 COMMERCE WAY
	LONGWOOD FL 32750

S H I P T O	CMPD
	4100 YORKMONT RD.
	CHARLOTTE, NC 28208

DELIVERY DATE	PURCHASING AGENT	VMS NUMBER	F.O.B.	TERMS OF SALE	
06/30/2012	PSD - JOSHUA MATTHEWS		DESTINATION	NET 30	
LINE #	FUND- ACCOUNT- CENTER	COMMODITY CODE	QUANTITY UNIT	UNIT PRICE	TOTAL COST
	REQUISITION NO./ REQ. LINE NO.	DESCRIPTION			
		HARDWARE AND SOFTWARE".			
0008	0362-0035490-0044995 0000124020/0008	20489 SCANNERS AND READERS, MAGNETIC STRIP	1 EA	9,000.00000	9,000.00
PREVIOUS PO TOTAL==>					571,171.85
PO NET CHANGE (+)==>					.00
					571,171.85

VENDOR PRICES ARE F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED WITH TRANSPORTATION CHARGES PREPAID. THIS PURCHASE ORDER SUBJECT TO TERMS AND CONDITIONS ON FRONT AND REVERSE SIDE HEREOF. INQUIRIES CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE PURCHASING AGENT LISTED ABOVE.

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GREG C. GASKINS, FINANCE DIRECTOR

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Kay Elmore
 Procurement Services Director

PROCUREMENT SERVICE COPY

TERMS AND CONDITIONS

The Seller agrees that the following terms and conditions will be applicable:

1. If Seller refuses to accept this order exactly as written, he will return it at once with explanation.
2. Seller confirms it has purchased a Business Privilege License to sell goods or services within Charlotte. Otherwise, Seller agrees to do so prior to completion of this order, and may contact the Tax Collector within the County government for instructions.
3. Purchaser will not be responsible for any goods delivered without purchase order.
4. Seller will send separate invoice for each purchase order number.
5. Seller will deliver no invoice to purchaser's employees.
6. No boxing, packing or cartage charges will be allowed by purchaser unless specifically authorized on the face of this order.
7. It shall be understood that the cash discount period to purchaser will date from the receipt of the invoice or from the date of the receipt of goods, whichever is later.
8. The risk of loss of and damage to the goods which are the subject of this order shall be and remain in the Seller until the goods are delivered to the destination set out in the order and accepted by the purchaser or its nominee.
9. In the event of Seller's failure to deliver as and when specified or to perform as and when specified, purchaser reserves the right to cancel this order or any part thereof, without prejudice to its other rights, and Seller agrees that purchaser may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to deliver or to perform.
10. In the event any article, service, or process sold, delivered and/or performed hereunder shall be covered by any patent copyright, or application for either Seller will indemnify and save harmless purchaser from any and all loss, cost or expenses on account of any and all claims suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of rights under such patent, copyright, or application for either.
11. In the event any article, service, or process sold and delivered or sold and performed hereunder shall be defective in any respect whatsoever, Seller will indemnify and save harmless purchaser from all loss or the payment of all sums of money by reason of all accidents injuries or damages to persons or property that may happen or occur in connection with the use or sale of such article, service, or process and are contributed to by said defective condition.
12. If Seller performs services or constructs, erects, inspects or delivers hereunder, Seller will indemnify and save harmless purchaser from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen or occur in connection therewith.
13. Purchaser reserves the right to place in Seller's plant, at purchaser's expense an inspector or inspectors who shall be permitted to inspect before shipment, or during the process of manufacture, any material on this order.
14. Seller agrees not to release any advertising copy mentioning purchasing or quoting the opinion of any purchaser's employees.
15. Seller represents and warrants that no Federal or State statute or regulation or municipal ordinance, has been or will be violated in the manufacturing, sale and delivery of any article or service sold and delivered hereunder and if such violation has or does occur, Seller will indemnify and save harmless purchaser from all loss penalties, or the payment of all sums of money on account of such violation.
16. Unless this contract is exempt there from under the Rules and regulations of the President's Committee on Equal Employment Opportunity, the contract provisions of Section 301 of the Executive Order No. 10925, dated March 6, 1961, and any subsequent changes thereto are to the extent they may be applicable made a part of this contract by reference.
17. Any contractors supplying both services and materials shall pay all sales or use taxes on materials so furnished and shall indemnify and save harmless purchaser from any damages, costs, expenses or penalties on account of such taxes.
18. Purchaser may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice or course of dealing to the contrary.
19. The terms and conditions of sale as stated in this order govern in event of conflict with any terms of Seller's proposal, and are not subject to change by reason of any written or verbal statements by Seller or by any terms stated in Seller's acknowledgement unless same be accepted in writing by the City of Charlotte.
20. Seller consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of Seller by reducing any payment, whether monthly, quarterly, semi-annually, or annually, made by the City to the Seller pursuant to this mutually agreed upon contract/agreement for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Seller to the City. Seller hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent Seller from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.

123120



NDI TECHNOLOGIES INC

385 COMMERCE WAY
LONGWOOD, FL 32750

Tel 321 441 1800 Fax 321 441 1801

Invoice

Date	Invoice #
7/20/2012	300670

Bill To
City of Charlotte Accounts Payable P.O. Box 37949 Charlotte, N.C. 28237-7979

Ship To
Charlotte-Mecklenburg Police 4100 Yorkmont Rd. Charlotte, North Carolina 28202-2940 Delivered to Holding Facility at: 9700 Research Dr., Charlotte, NC

Deb

P.O. Number	Terms	Due Date	Rep	Ship	Via	Project #
2013001079	Due on receipt	7/20/2012	CMc	7/20/2012	FEDEX	
Qty	Item Code	Description	Price Each	Amount		
4	SCIV	SCIV Processor (up to 4 cameras) Regularly \$6000x4=\$24,000 each less return of C320 below Less the return of 2 C320 cameras @ \$4500 x 2 = \$9000 reduce SCIVs above = \$15,000	3,750.00 0.00	15,000.00 0.00		
5	GX-400 Modem	GX-400 Sierra Wireless Modem	592.00	2,960.00		
DNC - License Plate Readers PO #2013001079 0362 / 0035490 / 0044995 dkramer - 08/04/12						
Thank You for choosing NDI Technologies, Inc. Your Equipment has shipped.				Total	\$17,960.00	

Accounting 12 07 23 PM 12:17

8-13

CITY OF CHARLOTTE

BUSINESS SUPPORT SERVICES PROCUREMENT DIVISION

TELEPHONE (704) 336-2256 * FAX (704) 336-2258



PURCHASE ORDER NO. 2013001079

ABOVE NUMBER MUST APPEAR ON ALL INVOICES, PAPERS, AND PACKAGES
RELATIVE TO THIS ORDER

Send Original Invoice to: City Of Charlotte AP
P.O. Box 37979
Charlotte, N.C. 28237-7979

Failure to comply with these instructions may result in a delay of payment

Vendor No.: 123120

T
O

NDI TECHNOLOGIES INC
385 COMMERCE WAY
LONGWOOD FL 32750

S
H
I
P
T
O

CMPD
4100 YORKMONT RD.
CHARLOTTE, NC 28208

DELIVERY DATE	PURCHASING AGENT	VMS NUMBER	F.O.B.	TERMS OF SALE	
07/20/2012	PSD - BRUCE ERICKSON		DESTINATION	NET 30	
LINE #	FUND ACCOUNT CENTER	COMMODITY CODE	QUANTITY UNIT	UNIT PRICE	TOTAL COST
	REQUISITION NO. / REQ. LINE NO.	DESCRIPTION			
0001	0362-0035490-0044995 0000130105/0001	COMPASS # 20363 REF.CHANGE ORDER DATED 7/16/2012 ITB#269-2008-156 CITY COUNCIL APPROVED 6/9/2008 CONTRACT # 0800796-2 20489 SCANNERS AND READERS, MAGNETIC STRIP CALL KEVIN HOSKINS @ 704-336-8401 WITH QUESTIONS ALPR SCIV PROCESSOR PRICE IS \$6,000 FOR A TOTAL OF \$24,000 LESS A CREDIT OF \$9,000 FOR THE RETURN OF (2) ALPR CAMERAS TO BE APPLIED AGAINST THE PURCHASE RETURNING 2 C3 ALPR CAMERAS @ \$4,500 EACH= -\$9,000 PURCHASING 4 SCIV FIXED ALPR PROCESSORS @ \$6,000 EACH =\$24,000, NET COST LINE 1=\$15,000	4 EACH	3,750.00000	15,000.00
0002	0362-0035490-0044995 0000130105/0002	20489 SCANNERS AND READERS, MAGNETIC STRIP	5 EACH	592.00000	2,960.00

VENDOR

PRICES ARE F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED WITH TRANSPORTATION CHARGES PREPAID. THIS PURCHASE ORDER SUBJECT TO TERMS AND CONDITIONS ON FRONT
AND REVERSE SIDE HEREOF. INQUIRIES CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE PURCHASING AGENT LISTED ABOVE.

***** CERTIFIED *****

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE
"LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT."

GREG C. GASKINS, FINANCE DIRECTOR

PURCHASE ORDER NOT VALID UNLESS CERTIFICATION IS PRINTED WITHIN THIS BOX.

Kay Elmore
Procurement Services Director

PROCUREMENT SERVICE COPY

CITY OF CHARLOTTE

BUSINESS SUPPORT SERVICES PROCUREMENT DIVISION

TELEPHONE (704) 336-2256 * FAX (704) 336-2258



PURCHASE ORDER NO. 2013001079

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RELATIVE TO THIS ORDERSend Original Invoice to: City Of Charlotte AP
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Charlotte, N.C. 28237-7979

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Vendor No.: 123120

T O	NDI TECHNOLOGIES INC
	385 COMMERCE WAY
	LONGWOOD FL 32750

S H I P T O	CMPD
	4100 YORKMONT RD.
	CHARLOTTE, NC 28208

DELIVERY DATE	PURCHASING AGENT	VMS NUMBER	F.O.B.	TERMS OF SALE	
07/20/2012	PSD - BRUCE ERICKSON		DESTINATION	NET 30	
LINE #	FUND - ACCOUNT - CENTER	COMMODITY CODE	QUANTITY UNIT	UNIT PRICE	TOTAL COST
	REQUISITION NO / REQ. LINE NO.	DESCRIPTION			
		ALPR GX400 SIERRA WIRELESS AIRLINK MODEMS			
		SHIP TO: 9700 RESEARCH DRIVE			
		CHARLOTTE, NC 28262			
					17,960.00

VENDOR PRICES ARE F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED WITH TRANSPORTATION CHARGES PREPAID. THIS PURCHASE ORDER SUBJECT TO TERMS AND CONDITIONS ON FRONT AND REVERSE SIDE HEREOF. INQUIRIES CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE PURCHASING AGENT LISTED ABOVE.

***** CERTIFIED *****
THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE
"LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT."

GREG C. GASKINS, FINANCE DIRECTOR

PURCHASE ORDER NOT VALID UNLESS CERTIFICATION IS PRINTED WITHIN THIS BOX.

Kay Elmore
Procurement Services Director

PROCUREMENT SERVICE COPY

TERMS AND CONDITIONS

The Seller agrees that the following terms and conditions will be applicable:

1. If Seller refuses to accept this order exactly as written, he will return it at once with explanation.

2. Seller confirms it has purchased a Business Privilege License to sell goods or services within Charlotte. Otherwise, Seller agrees to do so prior to completion of this order, and may contact the Tax Collector within the County government for instructions.

3. Purchaser will not be responsible for any goods delivered without purchase order.

4. Seller will send separate invoice for each purchase order number.

5. Seller will deliver no invoice to purchaser's employees.

6. No boxing, packing or cartage charges will be allowed by purchaser unless specifically authorized on the face of this order.

7. It shall be understood that the cash discount period to purchaser will date from the receipt of the invoice or from the date of the receipt of goods, whichever is later.

8. The risk of loss of and damage to the goods which are the subject of this order shall be and remain in the Seller until the goods are delivered to the destination set out in the order and accepted by the purchaser or its nominee.

9. In the event of Seller's failure to deliver as and when specified or to perform as and when specified, purchaser reserves the right to cancel this order or any part thereof, without prejudice to its other rights, and Seller agrees that purchaser may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to deliver or to perform.

10. In the event any article, service, or process sold, delivered and/or performed hereunder shall be covered by any patent copyright, or application for either Seller will indemnify and save harmless purchaser from any and all loss, cost or expenses on account of any and all claims suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of rights under such patent, copyright, or application for either.

11. In the event any article, service, or process sold and delivered or sold and performed hereunder shall be defective in any respect whatsoever, Seller will indemnify and save harmless purchaser from all loss or the payment of all sums of money by reason of all accidents injuries or damages to persons or property that may happen or occur in connection with the use or sale of such article, service, or process and are contributed to by said defective condition.

12. If Seller performs services or constructs, erects, inspects or delivers hereunder, Seller will indemnify and save harmless purchaser from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen or occur in connection therewith.

13. Purchaser reserves the right to place in Seller's plant, at purchaser's expense an inspector or inspectors who shall be permitted to inspect before shipment, or during the process of manufacture, any material on this order.

14. Seller agrees not to release any advertising copy mentioning purchasing or quoting the opinion of any purchaser's employees.

15. Seller represents and warrants that no Federal or State statute or regulation or municipal ordinance, has been or will be violated in the manufacturing, sale and delivery of any article or service sold and delivered hereunder and if such violation has or does occur, Seller will indemnify and save harmless purchaser from all loss penalties, or the payment of all sums of money on account of such violation.

16. Unless this contract is exempt there from under the Rules and regulations of the President's Committee on Equal Employment Opportunity, the contract provisions of Section 301 of the Executive Order No. 10925, dated March 6, 1961, and any subsequent changes thereto are to the extent they may be applicable made a part of this contract by reference.

17. Any contractors supplying both services and materials shall pay all sales or use taxes on materials so furnished and shall indemnify and save harmless purchaser from any damages, costs, expenses or penalties on account of such taxes.

18. Purchaser may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice or course of dealing to the contrary.

19. The terms and conditions of sale as stated in this order govern in event of conflict with any terms of Seller's proposal, and are not subject to change by reason of any written or verbal statements by Seller or by any terms stated in Seller's acknowledgement unless same be accepted in writing by the City of Charlotte.

20. Seller consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of Seller by reducing any payment, whether monthly, quarterly, semi-annually, or annually, made by the City to the Seller pursuant to this mutually agreed upon contract/agreement for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Seller to the City. Seller hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent Seller from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.