



# CITY OF CHARLOTTE

## Purchase Order

Fiscal Year 2020 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20025691

IF A CONTRACT # IS PROVIDED BELOW, ALL  
PURCHASES MADE UNDER THIS PO ARE SUBJECT TO  
THE TERMS AND CONDITIONS THEREIN:

Contract # 2020001082

All invoices must be mailed to [cocap@charlottenc.gov](mailto:cocap@charlottenc.gov)B  
I  
L  
L  
T  
OCITY OF CHARLOTTE AP  
P.O. BOX 37979  
CHARLOTTE, NC 28237-7979  
[COCAP@CHARLOTTENC.GOV](mailto:COCAP@CHARLOTTENC.GOV)V  
E  
N  
D  
O  
RDATAMINR INC  
135 N MADISON  
NEW YORK, NY 10016  
[BILLING@DATAMINR.COM](mailto:BILLING@DATAMINR.COM)S  
H  
I  
P  
T  
OCMPD Police Administration  
601 East Trade Street  
Charlotte, NC 28202

Vendor Phone Number		Vendor Fax Number		Requisition Number		Buyer		Delivery Reference	
610-212-5127				34256		ejones2		Crystal Cody 704-336-8076	
Date Ordered	Vendor Number	Date Required	Days To Net	Freight Method/Terms			Department/Location		
06/21/2020	309161						CMPD Office of the Chief		
Line#	Description/Part No.			Qty	UOM	Unit Price		Extended Price	
1	software montioring Software, Monitoring			1.0	EACH	\$64,000.00		\$64,000.00	

This instrument has been preaudited in the manner required  
by the Local Government Budget and Fiscal Control ActBy Kay Elmore Chief Procurement Officer  
By Ky Plamey Finance OfficerTotal Ext. Price \$64,000.00  
PO Total \$64,000.00

# Terms and Conditions

The Terms and Conditions listed below will govern all matters relating to the goods provided by you or your company (the "Vendor") to the City of Charlotte (the "City") under this purchase order ("PO"). Additional terms and conditions stated on the face of this PO shall take precedence over any conflicting terms and conditions stated below. Any terms and conditions not stated on the face of this PO but incorporated by reference therein shall be binding only if provided or signed by the City and attached hereto. In the event that a binding written contract signed by both the Vendor and the City exists, the terms and conditions of that contract shall supersede any conflicting terms and conditions below or on the face of this PO.

1. If Vendor refuses to accept this PO exactly as written, Vendor will return it at once with explanation.
2. The City will not be responsible for any goods delivered without a PO. Vendor will deliver invoices to the City only at the address shown on the face of this PO. Vendor will send separate invoices for each PO number.
3. No boxing, packing, cartage, or shipping charges will be allowed by City unless specifically authorized on the face of this PO.
4. Any cash discount period to City will date from City's receipt of the invoice or from the date of the receipt of goods, whichever is later.
5. Unless "FOB Origin" is stated on the face of this PO, the risk of loss of and damage to goods that are the subject of this PO remain on Vendor until the goods are (a) delivered to the destination set out in this PO and (b) accepted by the City.
6. The City may inspect all products prior to acceptance. Payment does not constitute acceptance. The City's failure to accept or reject products or services shall not relieve Vendor from liability for products or services that are defective or do not meet specifications. Rejected products shall be returned to Vendor at Vendor's risk and expense.
7. Vendor warrants that the products and services furnished pursuant to this PO shall: (a) comply with all federal, state and local laws applicable thereto; (b) satisfy all requirements set forth on the face of this PO and any applicable documentation incorporated herein; (c) meet industry standards and be suitable for the purpose intended; (d) be of merchantable quality; and (e) be free from defects in title, labor, material or fabrication.
8. If Vendor fails to deliver or to perform as and when specified, or if the City determines that Vendor will not be able to deliver or perform due to insolvency or other reason, the City may cancel this PO or any part thereof, without prejudice to its other rights, to return part or all of any shipment so made and to charge Vendor with any loss or expense sustained as a result of such failure to deliver or to perform.
9. Vendor will defend, indemnify, and save the City harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this PO violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.
10. If any product provided hereunder is alleged to be defective in any respect whatsoever, Vendor will defend, indemnify, and save the City harmless from all loss, damages, costs, fees, and expenses incurred by reason of such allegation or defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.
11. If Vendor performs services or constructs, erects, inspects, or delivers hereunder, Vendor will indemnify and save harmless the City from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that are alleged to have resulted in whole or in part from the performance thereof.
12. Vendor agrees not to release any advertising or other materials using the City's trademark, quoting the opinion of any City employee or implying in any way that the City indorses Vendor or its products or services.
13. Vendor represents and warrants that no federal or state statute or regulation or municipal ordinance has been or will be violated in the manufacture, sale, or delivery of any product or service sold and delivered hereunder and if such violation is alleged, Vendor will indemnify and save the City harmless from all loss, penalties, fees, costs, and expenses resulting in whole or in part from such violation or allegation.
14. E-Verify Requirements: Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
15. Vendor agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Vendor consents to be bound by the award of any arbitration conducted thereunder.
16. Vendor agrees to provide Payment Affidavits as required by Part D, Section 9 of the Charlotte Business Inclusion Policy, which is available at <http://charmeck.org/city/charlotte/CharlotteBusinessInclusion/Pages/default.aspx> and incorporated herein by reference.
17. Vendor shall pay all sales or use taxes that are or become due in connection with any products or services provided hereunder, and shall indemnify and save harmless the City from any damages, costs, fees, expenses, or penalties on account of such taxes. Vendor may charge the City only for those taxes that are applicable to the goods and/or services being provided under this PO.
18. Vendor shall secure, before delivery of any goods or services hereunder, Commercial General Liability insurance in an amount not 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, with the City as additional insured, provided that if Vendor will operate a vehicle on the Charlotte Douglas International Airport airfield, coverage limits for Commercial Automobile Liability Insurance shall be raised to \$5,000,000 for each of the above categories. Vendor shall produce an insurance certificate evidencing such coverage upon request by the City.
19. The City may at any time insist upon strict compliance with these Terms and Conditions notwithstanding any previous custom, practice, or course of dealing.
20. The Terms and Conditions of sale as stated in this PO govern in event of conflict with any terms of Vendor's proposal, and are not subject to change by reason of any written or verbal statements by Vendor or by any terms stated in Vendor's acknowledgment unless accepted in writing by the City.
21. This purchase order is governed by North Carolina law. Any legal actions arising from this PO shall be brought in Mecklenburg County, North Carolina.
22. Vendor certifies that: (a) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (b) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel; and (c) it will not take any action causing it to appear on any such list during the term of this PO.
23. Because this PO may be partially or fully paid from federal funds, the City's "Federal Contract Terms and Conditions Exhibit," accessible at [insert webpage], is incorporated into and made part of this PO. The incorporated federal terms include without limitation the provisions required by 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II; Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 C.F.R. § 200.324). Additional federal terms may apply for certain agencies or grants.