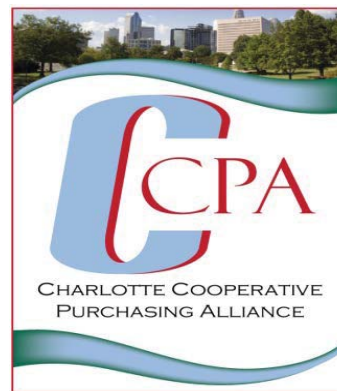


**INVITATION TO BID**  
**FIREFIGHTING MEDICAL SUPPLIES**  
**ITB # 269-2019-022**



**CITY OF CHARLOTTE**  
**MECKLENBURG COUNTY**  
**NORTH CAROLINA**

**OCTOBER 8, 2018**

**CITY OF CHARLOTTE  
FINANCE DEPARTMENT- CITY PROCUREMENT  
600 EAST FOURTH STREET, 9<sup>TH</sup> FLOOR  
CHARLOTTE, NORTH CAROLINA 28202  
(704) 336-2256**

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Date: **OCTOBER 8, 2018**

Bid Number: **269-2019-022**

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

**FIREFIGHTING MEDICAL SUPPLIES**

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The City of Charlotte, on behalf of itself and all local government agencies and non-federal government agencies within Arizona, California, District of Columbia, Florida, Georgia, Maryland, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, South Carolina, Tennessee, Texas, Virginia, Washington, and West Virginia is accepting Bids for Firefighting Medical Supplies to satisfactorily support the City, and other public agencies supported under this contract. This Invitation to Bid (the "ITB") issued on behalf of the Charlotte Cooperative Purchasing Alliance (CCPA) through group purchasing clause, which provides that any county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges, and universities, both public and private), state, other government agency or nonprofit organization may purchase Products and Services through this contract. Therefore, respondents to this ITB must give due consideration to the potential market. The requirements for submitting a Bid are stated in the following ITB. Please review them carefully.

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

Sealed Bids for the above will be received at the office of the Finance Department, City Procurement, which is located at Charlotte-Mecklenburg Government Center, 600 East Fourth Street, 9th floor, Charlotte, North Carolina 28202, until **3:00 p.m. on October 17, 2018**, at which time they will be opened and publicly read.

Instructions for the preparation and submission of a Bid are contained in the attached packet. Please read them carefully. If you do not desire to offer a Bid, we ask that you let us know by signing in the appropriate space on the Bid Response Form, and returning it to us, according to the instructions found in Section 1.6. Otherwise, your name may be removed from our list of potential Bidders considered for future participation.

Any changes to the terms, conditions or specifications stated in this ITB will be documented in a written addendum, issued by City Procurement. These addenda will be posted on the Internet at [www.ips.state.nc.us](http://www.ips.state.nc.us) and/or [www.charlottenc.gov/doingbusiness](http://www.charlottenc.gov/doingbusiness), and may be accessed at this website by searching for Bid number **269-2019-022**. Each Bidder is required to acknowledge receipt of all addenda using the space provided on the enclosed Bid Response Form. Please note that we may not consider any Bid that fails to acknowledge receipt of each issued addendum.

A response from your Company to this ITB would be appreciated. Questions should be submitted in writing to **Yashica McCollum** at [ymccollum@charlottenc.gov](mailto:ymccollum@charlottenc.gov).

Sincerely,

Kay Elmore  
Chief Procurement Officer

cc: Yashica McCollum, Procurement Officer  
Damian Owens, Battalion Chief Officer  
Dexter Reed, Fire Logistics  
Linda Lewis, Administrative Officer

## Checklist for Submitting a Bid:

**Step 1-Read the document fully.**

**Step 2-**If you plan to submit a Bid, please fax or email **Form 1 in Section 4** to the number or email address listed on the form.

**Step 3-**If you have any questions, send them before the deadline listed in **Section 1.9**.

**If you plan to submit a Bid, you must follow this checklist and must include everything detailed below.**

**Bid Original and Copies** - Please provide the specified number for each format:

- 1 (One) Copy marked "Original" in a sealed, non-transparent envelope that includes the Bidder's name, the Bid number, and identification of the equipment, supply and/or service for which the Bid is submitted
- 2 (Two) Copies on CD or flash drive

**Bid Format** - Bids should be formatted as follows:

- Section 4, Form 2, Bid Submission Form**
- Section 4, Form 3, Addenda Acknowledgment Form**
- Section 4, Form 4, Exceptions Form**
- Section 4, Form 5, Pricing Sheet**
- Section 4, Form 6, Non-Discrimination Provision**
- Section 4, Form 7, References**
- Section 4, Form 8, Certification Regarding Debarment, Suspension and Other Responsibility Matters**
- Section 4, Form 9, Byrd Anti-Lobbying Certification**
- Section 4, Form 10, CCPA Plan**
- Section 4, Form 11, Delivery Personnel**
- Specification Sheets for Proposed Alternates**

**The above items constitute all that must be included in the Bid package.** If awarded a contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in Section 34 of the Sample Contract in Section 5.

**It is the Company's responsibility to check [www.ips.state.nc.us](http://www.ips.state.nc.us) and/or [www.charlottenc.gov/doingbusiness](http://www.charlottenc.gov/doingbusiness) for any addenda or changes to this Project. Search for Bid # 269-2019-022 to find if any documents or changes have been posted.**

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**INSTRUCTIONS TO BIDDERS**

**1.1. Review and Comply**

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

**1.2. Definitions:**

Addendum:	Refers to any and all modifications or additions to this Invitation to Bid that are issued in writing by the City's Procurement
Administrative Fee:	Refers to a fee paid to the City of Charlotte for all expenditures made by the City and Participating Public Agencies per Section 3.
Bid:	A bid submitted in response to this Invitation to Bid. A Bid shall be submitted using the Bid Response Forms included in Section 4 of this ITB.
Bid Response Forms:	The forms that a Bidder is required to complete and return as its Bid, as included in <b>Section 4</b> .
Bidder:	A person or entity that submits a Bid.
CBI:	Refers to the Charlotte Business INclusion office of the City of Charlotte.
CCPA:	Refers to the Charlotte Cooperative Purchasing Alliance.
City:	Refers to the City of Charlotte, North Carolina.
Company:	During the solicitation process, refers to a company that has interest in providing the Products and Services. After the solicitation process, refers to a company that enters into a Contract with the City for all or part of the Products and Services covered by this ITB.
Contract:	A contract under which a Bidder agrees to provide all or part of the Products and Services to the City. A Contract shall include the Terms and Conditions set forth in <b>Section 5</b> of this ITB, together with all attachments referenced therein.
CSA:	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of: (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York. The CSA is a criteria used by Charlotte Business INclusion to determine eligibility to participate in the program.
Environmentally Preferable Products:	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.
MBE:	Minority-owned Business Enterprise; Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. §

## Section One Instructions to Bidders

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	143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
MWSBE:	Refers to SBEs, MBEs and WBEs, collectively.
Participating Public Agency:	Refers to a public entity, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization.
Post-Consumer Recycled Material:	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.
Procurement:	The City of Charlotte's Finance Department - City Procurement Division.
Products:	All products that the Bidder agrees to provide to the City as part of its Bid.
Recyclability:	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.
Recycled Material:	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.
SBE:	Small Business Enterprise; Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
Services:	All services that the Bidder agrees to provide to the City as part of its Bid, including but not limited to training, warranty and maintenance.
Specifications:	Written description of the functions or features of the Products and Services for which the City seeks bids, as shown in <b>Section 3</b> .
Terms and Conditions:	The City's standard contractual terms and conditions as set forth in <b>Section 5</b> .
WBE:	Woman-owned Business Enterprise; Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are female; and (c) is headquartered in the Charlotte Combined Statistical Area.



**1.3. Contract Documents:**

Each Bid constitutes an offer to become legally bound to a Contract with the City incorporating the ITB and the Bidder's Bid. Upon Contract award by City Council, the City will send the successful Bidder the Contract, which shall consist of the Terms and Conditions contained in Section 5 of this ITB, together with all attachments referenced therein.

**1.4. Exceptions:**

Each Bid submitted in response to this ITB constitutes a binding offer to comply with all terms, conditions, special conditions, specifications, and requirements stated in this ITB (including but not limited to the Terms and Conditions), except to the extent that a Bidder takes exception to such provisions in the manner required by this Section. To take exception to a provision of this ITB, the Bidder must clearly identify in Form 4 of the Bid Response Forms each of the following: (1) the number and title of each section of this ITB that the Bidder takes exception to; (2) the specific sentence within such section that the Bidder takes exception to; and (3) any alternate provision proposed by the Bidder. Bidders are reminded that a material variance from the terms of this ITB may result in the Bid being rejected by the City.

**1.5. Multiple/Alternate Bids:**

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

**1.6. How to Prepare Bid Responses:**

All bids shall be prepared as follows:

- Complete the Bid Response Forms provided in Section 4 of this ITB. Bid responses must be submitted only on these forms.
- 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.
- 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:

- Submit their Bid in a sealed opaque envelope with the following information written on the outside of that envelope:
  - The Bidder's company name;
  - The Bid number, as indicated on the cover letter to this ITB; and
  - Identification of the equipment, supply and/or service for which the Bid is submitted, as indicated at the top of the cover letter to this ITB.
- Mail or Deliver one (1) unbound original Bid signed in ink by a company official authorized to make a legal and binding offer and two (2) electronic copies on CD or flash drive in a searchable PDF format to the address listed below, to be received no later than

## Section One Instructions to Bidders

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**October 17, 2018 at 3:00 p.m. EDT.** The original Bid shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information. When received, all Bids and supporting materials, as well as correspondence relating to this ITB, shall become the property of the City.

Please be advised that the electronic copies on CD or flash drive must be identical to the unbound original. The CDs and flash drives are for evaluation purposes only and will not be accepted as the official original Bid. The original Bid signed in ink by a company official must be submitted to be considered a responsive and valid Bid. Bids sent by facsimile will not be accepted.

Mail or deliver Bid packages to:

Charlotte-Mecklenburg Government Center  
Finance Department - City Procurement  
600 East Fourth Street, 9th Floor  
Charlotte, NC 28202  
Attn: Yashica McCollum

**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 Bid in person to the CMGC.**

Bids not received by the time and date specified in the Cover Letter of this ITB will not be opened or considered, unless the delay is a result of the negligence of the City, its agents, or assigns.

Note that the Bid opening date listed above is based on the assumption that one or more Bidders will submit samples of alternate products for evaluation by the City. In the event no samples are submitted, or in the event the evaluation does not require as much time as anticipated, the City may move up the Bid opening date by issuing a written addendum to this ITB. The City reserves the right to change the Bid opening date, or any other dates relevant to this procurement process, at any time in its sole discretion.

### **1.8. Trade Secrets and Personal Identification Information:**

#### Definition

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

#### Instructions for Marking and Identifying Trade Secrets

If any Bid contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified in accordance with this Section by clearly separating them from the rest of the Bid. For hard copy documents, it must be submitted in a separate, sealed envelope, marked either “Personally Identifiable Information – Confidential” or “Trade Secret—Confidential and Proprietary Information.” For electronic submissions, it must also be submitted on a separate CD or flash drive. In both hard copy and electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

#### Availability of Bids to City Staff and Contractors

## Section One Instructions to Bidders

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

### Availability of Bids via Public Records Requests

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

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

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

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

### 1.9. Questions:

There are two (2) ways to ask questions about this ITB: (1) submit a question in writing to Yashica McCollum at the email address listed below; or (2) ask a question at the Pre-Bid Conference (if one is scheduled). Other than these permitted questions, Bidders should refrain from contacting City staff prior to the Bid opening date. **The City is not bound by any statements, representations or clarifications regarding this ITB other than those provided in writing by the Procurement Officer.**

**YASHICA MCCOLLUM**  
**ITB # 269-2019-022**  
Charlotte-Mecklenburg Government Center  
Finance Department - City Procurement  
600 East Fourth Street, 9th Floor  
Charlotte, North Carolina 28202  
Phone: 704-336-5667  
Fax: 704-632-8226  
E-mail: ymccollum@charlottenc.gov

Questions should reference the ITB page and topic number. Questions must be submitted by **2:00** p.m. EDT on **October 10, 2018**.

The City will post answers to questions posed by prospective Bidders and/or general information concerning this ITB in the form of an addendum to the ITB on the Internet at [www.ips.state.nc.us](http://www.ips.state.nc.us) and/or [www.charlottenc.gov/doingbusiness](http://www.charlottenc.gov/doingbusiness). ITB information can be accessed at the website by searching for Bid number 269-2019-022. It is the responsibility of the prospective Bidder to check the website for any addenda issued for this ITB.

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

**1.10. How to Submit an Objection Relating to This Invitation to Bid:**

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

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

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

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

**1.11. Binding Offer:**

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

**1.12. Errors in Bids:**

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

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

**1.13. City’s Rights and Options:**

The City reserves the following rights, which may be exercised at the sole discretion of the City of Charlotte:

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

- to enter into any agreement deemed by the City to be in the best interest of the City, with one or more of the Bidders responding.

**1.14. Bids on All or Part:**

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

**1.15. Invitation to Bid Not an Offer:**

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

**1.16. Charlotte Business INclusion Program:**

Pursuant to Charlotte City Council's adoption of the Charlotte Business INclusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com).

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City-funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

**1.17. Equal Opportunity:**

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

**1.18. No Collusion or Conflict of Interest:**

By responding to this ITB, the Bidder shall be deemed to have represented and warranted that the Bid is not made in connection with any competing Bidder submitting a separate response to this ITB, and is in all respects fair and without collusion or fraud.

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

**1.19. Anti-lobbying Provision:**

Maintaining the integrity of its ITB process is of paramount importance for the City. To this end, we ask each Bidder's cooperation in voluntarily refraining from contacting any members of the Charlotte City Council until the award of this Contract is presented to them for approval.

**1.20. 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.

**1.21. Brand Name:**

If and whenever brand names, makes, names of manufacturers, trade names, Bidder catalogs or model numbers are stated in this ITB, they are for the purpose of establishing a grade or quality of material. The City will evaluate any approved alternates to specified brand names as provided in Section 1.22-1.23 of this ITB, except for items identified in Section 3 as Products for which no substitute is acceptable.

**1.22. To Submit a Proposed Alternate Product In Lieu of a Specified Brand:**

No brand names are specified for this contract.

A Bidder that desires to submit a proposed alternate Product in lieu of a brand specified in Section 3 of this ITB (referred to as an “Alternate”) must submit documentation sufficient to evidence that the alternate meets or exceeds the specifications of the brand and product number stated in section 3. The specification sheet on each proposed alternate must include the following:

- A written statement identifying the manufacturer, brand name, make and, if applicable, style number;
- Any descriptive literature such as illustrations, drawings or data that are necessary for the City to make a comparison with the brand specified for that item in Section 3; and
- Certified test reports (if applicable) by an independent laboratory attesting that the proposed Alternate is equal to or better than the specified brand with respect to the applicable specifications for which certified test reports are required.

The City reserves the right to require additional samples for further testing if the City deems it necessary. The City also reserves the right to require Bidders to have their samples tested by an independent laboratory if the City so directs. In such event, the Bidder shall provide the requested additional samples within five (5) business days at no cost to the City.

All samples submitted will become the property of the City upon receipt by the City. In submitting a sample, each Bidder agrees that the sample does not contain Trade Secret material, and that it may be disclosed by the City to any person or entity in the City’s sole discretion. All samples will be made available for inspection by all Bidders.

Samples must be an exact and true representation of the actual Products that will be offered in response to the ITB.

Failure to comply with each of the above requirements with respect to a proposed Alternate shall result in the City rejecting the Alternate as an acceptable “or equal” for a specified brand.

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

**1.23. Statutory Requirements:**

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

**1.24. Guarantor:**

If the Bidder is a subsidiary of another entity, the City requires that the Bidder’s parent entity provide a guarantee of payment of all of the Bidder’s obligations under the Contract. The City may also require that the Bidder obtain a guaranty from an entity other than the parent if the City

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

**1.25. Award Criteria:**

The City reserves the right to award a Contract to the lowest responsive responsible Bidder taking into consideration vendor qualifications and experience, quality, delivery, workmanship, ability to provide Products and Services to all potential Participating Public Agencies, pricing, administrative fees, and reporting. The City reserves the right to reject any Bid on the basis of function, compatibility with user requirements of utility, as well as cost.

**1.26. Environmental Preferable Purchasing:**

The City 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	Reduced Packaging
Biodegradability	Reduced toxicity
Compostability	Low Volatile Organic Compounds (LVOCs)
Energy and Water Efficiency	Pollution Prevention
Life Cycle Management	End of Life Management

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 their Bids. 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.

**1.27. Contract Award by Charlotte City Council:**

The Contract to be awarded under this ITB must be approved by the Charlotte City Council. If such approval is granted, the City Procurement will provide the Contract to the Bidder for the Bidder to sign and return. In the event City Council approval is not received within one hundred twenty (120) calendar days after opening of the Bids, the Bidder may request that it be released from the Bid.

**1.28. Post Award Conference:**

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

**1.29. Charlotte Cooperative Purchasing Alliance:**

The Charlotte Cooperative Purchasing Alliance (“CCPA”) is a cooperative purchasing program established by the City of Charlotte with the specific purpose of reducing procurement costs by leveraging aggregate purchasing volume to receive better pricing.

CCPA serves as a government cooperative purchasing organization for government agencies and all contracts are publicly solicited, awarded, and held by the City of Charlotte, North Carolina. CCPA contracts are available for use and benefit all entities that must comply with state purchasing laws.

The City of Charlotte is referred to in this procurement as “City”. The other government entities and nonprofits that may participate in a CCPA Contract are referred to as “Participating Public Agencies,” and may include any county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization that elects to access the CCPA contract.

Except as specifically set forth in the Bidder’s Response Package, the terms and conditions of the Contract entered into with the successful Bidder may be extended to other public entities that are or at any time in the future become members of the CCPA. Except as prohibited in the Bid, and subject to the City and the successful Bidder entering into an administrative agreement that includes a fee payable to the City, Participating Public Agencies will have the right to enter into contracts with the successful Bidder at the same prices, discounts and other terms as are in the Bidder’s Contract with the City.

If a Participating Public Agency decides to take advantage of this option, the successful Bidder may opt to enter into a separate contract with that public entity, and must deal directly with that public entity concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The City of Charlotte acts only as the entity conducting the initial procurement.

The successful Bidder may notify other public entities of the availability of the Contract for use under the CCPA. Other public entities desiring to procure Products and Services under the terms set forth in the City’s Contract will need to make their own legal determinations as to whether the use of this Contract is consistent with their laws, regulations, and other policies.

The City of Charlotte shall not be held liable for any costs or damages incurred by any other public entity or the successful Bidder as a result of any contract or other arrangement entered into between that public entity and the successful Bidder.

Any subsequent contract(s) between a Participating Public Agency and an awarded Bidder shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public Agency exists.



**TERMS AND CONDITIONS**

Each Bid submitted in response to this ITB constitutes an offer to become legally bound to a Contract incorporating terms and conditions set forth in this Section 2 as well as the Terms and Conditions in Section 5. For purposes of this Section, a Bidder that enters into a Contract with the City may be referred to as the “successful Bidder” or the “Company.”

**2.1. Contract Types:**

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

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

**2.2. Terms of Contract:**

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

Contract Terms and Renewal Options: The 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 up to two (2) additional one-year extensions unless the Bidder objects in writing at least ninety (90) days prior to the beginning of the extension term.

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 ITB until duly notified by receipt of an executed Contract from the City. If the successful Bidder commences work or makes shipment prior to that time, such action is taken at the Bidder's risk, without any obligation of reimbursement by the City.

**2.4. Delivery Time:**

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

**2.5. Prices Are Firm:**

Each Bidder warrants the Bid price(s), terms and conditions quoted in its Bid shall be firm for acceptance by the City for a period of one hundred twenty (120) calendar 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 allowed in the Special Conditions and stated in the Bid. If your Bid includes price increases over the term of the Contract, such increases must be clearly designated on Form 5 of the Bid Response Package (Pricing Sheet).

**2.6. Price Adjustment As Part of the Bid:**

To submit price adjustments as part of your Bid, you must: (1) comply with any limitations or instructions that are stated in this ITB; and (2) state very clearly in the Pricing Sheet of your Bid Response Forms the proposed price adjustments or, if permitted, the price adjustment formula. Restrictions and instructions regarding price adjustments are provided in the Bid Response Forms. It is important that the Bidder check for these restrictions and instructions carefully. In some instances price adjustments are not permitted as part of the Bid. In other instances formula price increases are prohibited due to the difficulty they create in comparing Bid prices.

**2.7. 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.

**2.8. Quality:**

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

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

**2.9. Inspection at Bidder’s Site:**

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

**2.10. Certification of Independent Price Determination:**

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

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

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

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

**2.11. Insurance:**

All Bidders must indicate compliance with the Insurance requirements stated in Section 34 of the Sample City Contract.

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**SPECIFICATIONS**

**3.1. Scope:**

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

All Products and component parts furnished under the Contract shall be new, shall comply with the specifications and terms and conditions set forth in this ITB, and shall operate in full compliance with these Specifications.

3.1.1 The attached pricing sheet may not include all Medical Supplies currently used within the City and new supplies may be purchased during the term of this contract. The City reserves the right to add items excluded under this Invitation to Bid or to delete items, which are included under this Invitation to Bid. Any items added must be at a reasonable and customary price as defined in Section 3.14 and

3.1.2 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. 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.

**3.2. Quantities:**

The City nor any Participating Public Agency does not guarantee quantities and will purchase quantities of Products according to actual need during the term of the Contract. The quantities listed in this ITB are estimates only, and may differ substantially from actual quantities ordered. Multiple orders will be placed on an as needed basis during the term of the Contract.

**3.3. Alternate Products:**

Please refer to Section 1.22 and 1.23 for complete details regarding submittal of Alternate Products.

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

**3.4. Warranty:**

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

3.4.1 The Company shall provide the City and Participating Public Agency with two copies of the manufacturer's written warranty for each item of equipment.

3.4.2 It shall be the responsibility of the manufacturer to pay all shipping and crating costs associated with warranty repairs.

3.8.3 Warranty repairs shall be performed by the Company at the City and Participating Public Agencies' site upon request.

**3.5. Pricing:**

The City is requesting a fixed unit price per item for (a) the Core Items list included in **Section 4, Form 5**; and a fixed percentage discount from the List Price (list less discount) included in the Company's most current full line catalog for (b) all other items (Non-Core Items) in your catalog. All pricing under this contract shall include shipping and handling, delivery, any discounts, vendor markup/profit, item cost and storage. No other charges are allowed.

To obtain a copy of the Core Items – Pricing Sheet in Excel, email Yashica McCollum at [ymccollum@charlottenc.gov](mailto:ymccollum@charlottenc.gov).

**Pricing sheet must be submitted in Excel format on a compact disc.**

3.10.1 CCPA Administrative Fees:

The Company shall submit a minimum of one (1) percent of overall CCPA Program spend by the City and Participating Public Agencies during the term of the Contract to the City as an Administrative Fee. The Administrative Fee shall be paid no later than thirty (30) days after both parties mutually agree to the quarterly report outlining the CCPA spend. It is the responsibility of the Company to set the Administrative Fee in Section 4, Form 5.

3.10.2 Core Items – Fixed Unit Price:

3.10.2.1 The Company must submit pricing on the items provided in **Section 4, Form 5** in a hard copy and also in Excel format on a compact disc or flash drive.

3.10.2.2 Core pricing must include the Company's product number and unit price.

3.10.2.3 DO NOT include taxes in your pricing.

3.10.3 Non-Core Items – Fixed Percentage Discount:

The Company must provide a fixed percentage discount on all Non-Core Items provided in their verifiable catalog as outlined in **Section 4, Form 5**.

3.10.4 Pricing Incentives and Rebates:

Please identify any incentives and rebates offered based on volume, dollar amounts, or other criteria.

3.10.4.1 For evaluation purposes, any rebates offered will be applied to the total Core Items lists to determine the lowest pricing.

3.10.4.2 The City will evaluate any rebate stipulation or contingencies to determine which pricing structure is in the best interest of the City/CCPA. The City reserves the right to determine the most favorable pricing structure and any such determination shall be final and conclusive.

**3.6. Delivery:**

All medical supplies provided under this contract must be delivered F.O.B. Destination within 30 calendar days from the placement of order if ordered by 3:00 PM on a workday. Workdays are Monday through Friday, excluding recognized City, State and Federal 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.

- 3.6.1 City of Charlotte deliveries must be made to the Charlotte Fire Department's Logistics Division located at 1501 N. Graham Street, Charlotte, NC 28206.
- 3.6.2 Each order delivered must have a packing slip enclosed. The packing slip must clearly show the purchase order number, Contract number, items ordered, unit of measure, Contract pricing, items enclosed and identify any items on backorder.
- 3.6.3 The City and Participating Public Agencies will require deliveries to their specific locations. The Company must agree to provide the same delivery terms and conditions to all Participating Public Agencies that utilize this Contract through CCPA.

**3.7. Delivery Personnel:**

All delivery personnel of the successful Bidder may be subject to background checks at the discretion of the City/Participating Public Agency. Bids shall include Company policies regarding selection of personnel who will be frequenting City facilities.

**3.8. Invoices:**

The Company must submit invoices to the City's Finance Department. Invoices must include the item number, description, unit cost, quantity and extended price, and Contract or purchase order number of each item purchased. Every invoice must also include the City department that placed the order and be submitted to City of Charlotte Accounts Payable per the billing instructions of the subsequent Contract.

- 3.8.1 Invoices must include only Products and Services that have been delivered and completed.
- 3.8.2 As a condition of payment, the Company must invoice the City for Products and Services within sixty (60) days after such Products and Services are delivered. The Company waives the right to charge the City for any Products or Services that have not been invoiced to the City within sixty (60) days after such Products or Services were delivered.

**3.9. Award of Contract:**

The City reserves the right to award the Contract based on the lowest responsive responsible Bidder taking into consideration vendor qualifications and experience, quality, delivery, workmanship, ability to provide Products and Services to all potential Participating Public Agencies, pricing, administrative fees, reporting and any applicable environmentally preferable attributes associated with the Products or Services.

The City also reserves the right to award a Contract(s) by item, combination of items or grand total on a state, regional, or national basis, whichever is in the best interest of the City and CCPA.

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

The City reserves the right to add items excluded under this ITB, or to delete items, which are included under this ITB.

**3.10. City Contracting Requirements:**

The City will enter into a Contract written by the City with the successful Bidder that contains the terms and conditions set forth in this ITB and sample Contract included as Section 5. Each Bidder must state specifically in its Bid response any exceptions to the terms and conditions included in this ITB, or the sample Contract and any proposed additional terms or conditions deemed important by the Bidder. The City will take any such exceptions and proposed additions into

account during the evaluation process. Any terms and conditions that the Bidder does not specifically object to will be incorporated into the resultant Contract. Notwithstanding the foregoing, the City reserves the right to change the proposed contractual terms and conditions prior to contract award if it is in the City's best interest to do so.

The terms and conditions set forth in this ITB are not all inclusive. The City may propose additional terms and conditions based on the responses to this ITB and the City's analysis of the successful Bid.

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

**3.11. Items Under Contract:**

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

**3.12. Customer Service Representative:**

The Company must dedicate a full-time "Account Executive" for servicing the City. The Account Executive must be available by cell phone. The cell phone must be operational at all times. All communicational contact, either via phone, email, etc. must be addressed with a response within two (2) business days. The Account Executive must be available to attend meetings regarding Product issues upon request. The Account Executive shall be responsible for providing immediate response and quick resolution of all the service issues and complaints of City personnel. The Account Executive must have an in-depth knowledge of all items provided in this Bid and have immediate access to manufacturers providing the Products. The Account Executive must have the ability and authority to make decisions on behalf of the Company to provide both normal and emergency service as necessary.

**3.13. Company Personnel Removal or Replacement:**

The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Services to the City.

**3.14. Applicable Laws:**

The Bidder agrees to make itself aware of and comply with, and cause its subcontractors to comply with, all federal, state and local laws, regulations and ordinances relating to the performance of the Contract or to the Products and Services delivered hereunder, including without limitation E-Verify, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and OSHA. The Company further agrees to obtain all verifications, permits and licenses applicable to the performance of this Contract. If any violation of this Section has occurred or does occur, the Company will indemnify and save harmless the City from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of such violation.

**3.15. Permitting Responsibilities:**

All permits and inspections are the sole responsibility of the successful Bidder.

**3.16. No Limitations on Disclosure.**

All Bidders agree that the City shall be able to disclose and distribute to any persons or entities, without restriction, all Products, samples and other Products provided in the course of this ITB or

under the Contract. The Company specifically agrees that the City can and will provide samples of the Products provided under the Contract to the Company's competitors in any future procurement process.

**3.17. City Department Participation:**

Other City departments shall be permitted to purchase Products defined in this Contract. The Company shall be responsible for obtaining valid identification of such employees, and for verifying that such individuals are employed by the City and are authorized to make such purchases.

**3.18. Returns and Restocking Charges:**

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

**3.19. Placement of Orders:**

All orders will be placed by City designated personnel 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 purchase order or other approved authorization method.

**3.20. Reporting:**

The Company shall provide quarterly usage reports in Excel format to City Procurement by the 30<sup>th</sup> of January, April, July, and October. Reports must be designed in such a manner that the information captured on the purchase request shall also be reflected in the quarterly report. The reports must include but not be limited to the City department, Participating Public Agency name, category, product description, product number, unit of measure, quantity, applicable percentage discount/list price, fixed unit price, and extended price for each item. The City and/or Participating Public Agency reserves the right to request additional information.

Product reports which delineate minority products and recycled products must be submitted to City Procurement on a quarterly basis.



**REQUIRED FORMS**

**INVITATION TO BID ACKNOWLEDGEMENT**

**ITB # 269-2019-022**

**Firefighting Medical Supplies**

The Company hereby certifies receipt of the Invitation to Bid for the City of Charlotte, North Carolina ITB #269-2019-022, Firefighting Medical Supplies. This form should be completed upon receipt of the City's ITB and faxed or emailed in time for the City to receive it by or before **October 9, 2018**. Failure to submit this form by the designated date shall not preclude the Company from submitting a bid. Please fax or email the completed form to the attention of:

Yashica McCollum  
Finance Department - City Procurement  
Fax: 704-632-8226  
Email: ymccollum

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact E-mail address: \_\_\_\_\_

Please check the appropriate space below and provide the requested information:

\_\_\_\_\_ **We plan to attend the Pre-Proposal Conference and plan on submitting a Proposal**

Indicate number of attendees: \_\_\_\_\_

\_\_\_\_\_ **We do not plan to attend the Pre-Proposal Conference but plan on submitting a Proposal**

Reason: \_\_\_\_\_

\_\_\_\_\_ **We do not plan to attend the Pre-Proposal Conference and do not plan on submitting a Proposal**

Reason: \_\_\_\_\_

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**BID SUBMISSION FORM**  
**ITB # 269-2019-022**  
**Firefighting Medical Supplies**

This Bid is submitted by:

Company Name: \_\_\_\_\_

Representative (printed): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
(Area Code) Telephone Number

Facsimile: \_\_\_\_\_  
(Area Code) Fax Number

By signing above, the Bidder agrees that the City reserves the right to reject any and all Bids, to award multiple Contracts by line item, combination of items, or grand total according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this ITB. Bids are valid for one hundred twenty (120) calendar days from Bid Opening.

The representative signing above hereby certifies and agrees that the following information is correct:

1. Bid/Bid document has been signed by authorized bidder/proposer official.
2. Bid/Bid package has been properly labeled per the instructions. (See Section 1.6)
3. Bid/Bid package contains all of the Bid/Bid Response Package Forms:
  - Bid Submission - Form Two
  - Addenda Acknowledgement - Form Three
  - Exceptions – Form Four
  - Pricing Sheet - Form Five
  - Non-Discrimination Certification Compliance - Form Six
  - Bidder References - Form Seven
  - Debarment Certification – Form Eight
  - Byrd Anti-Lobbying Certification – Form Nine
  - CCPA Plan – Form Ten
  - Delivery Personnel – Form Eleven
  - Specification Sheets for Proposed Alternates

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**ADDENDA ACKNOWLEDGEMENT FORM**

**ITB # 269-2019-022**

**Firefighting Medical Supplies**

Please acknowledge receipt of all addenda by including this form with your Bid. All addenda will be posted to the NC IPS website at [www.ips.state.nc.us](http://www.ips.state.nc.us) and the City's Contract Opportunities Site at <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

**ADDENDUM #:**

**DATE ADDENDUM  
DOWNLOADED FROM NC IPS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that this Bid complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**EXCEPTIONS FORM**  
**ITB # 269-2019-022**  
**Firefighting Medical Supplies**

The undersigned Bidder agrees to provide all Products and Services requested in the ITB for the price(s) set forth in the Pricing Sheet, all in strict conformity with the terms, conditions and specifications set forth in the ITB (including any addenda or amendments), subject only to the exceptions stated in the chart below. Exceptions representing material changes to Bid terms are grounds for rejection of the Bidder's Bid.

ITB Section Number	ITB Section Title	Exception and Proposed Change to ITB

Section 4 - Required Forms  
Form Four

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I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Terms as included herein as Exhibit A. As such, I have elected to do the following:

Include exceptions to the sample contract in the following section of my Bid: \_\_\_\_\_

Not include any exceptions to the Sample Terms.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information (“PII”) as detailed in Section 1.8.X. I understand that the City is legally obligated to provide my Bid documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

The following section(s) of the Bid are marked as Trade Secret or PII: \_\_\_\_\_

No portion of the Bid is marked as Trade Secret or PII.

The signature below certifies that: (a) the Bidder’s Bid complies with the requirements of this Invitation to Bid; and (b) that the Bidder takes no exception to the terms of the ITB other than those listed in the chart contained in this Form.

**Date:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Print name and title of signatory

**Signature:** \_\_\_\_\_

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**PRICING SHEET**

**ITB # 269-2019-022**

**Firefighting Medical Supplies**

The undersigned proposes to furnish the following items in strict conformance to the bid specifications and bid invitation issued by the City of Charlotte for this Bid. Any exceptions are clearly marked in the attached copy of bid specifications. Please do not include taxes in your Bid.

**BIDS ARE DUE NO LATER THAN 3:00 PM OCTOBER 17, 2018**

**SEE ATTACHED CORE LIST PRICING SHEET - REQUEST IN EXCEL FORMAT VIA E-MAIL TO  
[YMCCOLLUM@CHARLOTTENC.GOV](mailto:YMCCOLLUM@CHARLOTTENC.GOV)**

**CORE LIST PRICING SHALL BE SUBMITTED IN HARD COPY AND IN EXCEL FORMAT ON A COMPACT DISC**

**PLEASE INCLUDE SPECIFICATION SHEETS FOR ALTERNATE PRODUCTS WITH YOUR BID RESPONSE**

Total Bid Price must include all equipment, labor, delivery, installation, consultation, vendor profit and all other costs associated with this project. No additional costs will be allowed.

**1. Administrative Fees:**

The Company shall submit a minimum of one (1) percent of overall CCPA Program spend by the City and Participating Public Agencies during the term of the Contract to the City as an Administrative Fee. The Administrative Fee shall be paid no later than thirty (30) days after both parties mutually agree to the quarterly report outlining the CCPA spend. The Company shall indicate their Administrative Fee below:

_____ %
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**2. Non-Core Items – Fixed Percentage Discount**

The Company shall provide a fixed percentage discount from the List Price (list price less discount) included in the Company's most current full line catalog identified in the Specifications for all other items (Non-Core) included in the catalog for the life of the Contract.

- a. Insert the verifiable catalog name/edition: \_\_\_\_\_
- b. Insert the fixed percentage discount for Non-Core Items: \_\_\_\_\_

**3. Pricing Incentives and Rebates:**

The Company shall identify any incentive and rebates offered based on volume, dollar amounts, core credits or other criteria below:

Section 4 - Required Forms  
Form Five

Rebate Description	Amount or Percentage

Payment Terms: \_\_\_\_\_

Delivery After Receipt of Order: \_\_\_\_\_

The undersigned hereby certifies the Bidder has read the terms of this Bid document, including the sample Contract (Section 5) and is authorized to bind the firm to the information herein set forth.

**Date:**  
\_\_\_\_\_

**Company:**  
\_\_\_\_\_

**By:**  
\_\_\_\_\_  
Print name and title of signatory

**Signature:**  
\_\_\_\_\_



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Attention: Bidders must submit unit pricing as a price per pack not a price per individual item. For example, item one contains 12 rolls of tape per package. The bid unit price must be for the 12 unit package NOT for an individual roll of tape.

Bidder Name: \_\_\_\_\_

ITEM	DESCRIPTION	MFG NAME	MFG NUMBER	UOM	PACK QTY	ANNUAL EST QTY	PROPOSED ALTERNATE MFG NAME	PROPOSED ALTERNATE PRODUCT NO.	BIDDER'S PART NO.	UNIT PRICE	EXT PRICE
1	1" Medical Tape	3M	3M1538-1	Box	12	99					\$ -
2	2" Medical Tape	3M	3M1538-2	Box	6	102					\$ -
3	Surgical Mask	3M	3M1870	Box	20	40					\$ -
4	POUCH DISP GLOVE POUCH BLACK	S.11 Inc.	511-50058-019	Each	1	12					\$ -
5	Ammonia Inhalants	Acme United Corporation	S3504	Box	100	1					\$ -
6	Burn Sheet 50" x 36"	Allcare, Inc.	B5100	Each	1	6					\$ -
7	8"x10" Gauze Pad	Allcare, Inc.	D5422	Box	20	207					\$ -
8	BLANKET FLEECE HW 60X90 PU 60X90 MAROON	Allcare, Inc.	EB500-MA	Each	1	32					\$ -
9	AIRWAY SUPRAGLOTTIC LT-D #2.5 PEDI KIT	Ambu Inc.	KLTS0435	Each	1	12					\$ -
10	Airway Supraglottic LTS-D #3	Ambu Inc.	KLTS0403	Each	1	17					\$ -
11	Airway Supraglottic LTS-D #4	Ambu Inc.	KLTS0404	Each	1	18					\$ -
12	Airway Supraglottic LTS-D #5	Ambu Inc.	KLTS0405	Each	1	14					\$ -
13	BVM DISP AD SPUR II W/M MASK & SYRINGE PORT	Ambu Inc.	N7064	Each	1	42					\$ -
14	C-Collar Adult	Ambu, Inc.	AU281-000	Box	30	864					\$ -
15	C-Collar Pediatric	Ambu, Inc.	AU281-106	Box	30	186					\$ -
16	MANOMETER DISP	Ambu, Inc.	AU322004000	Each	1	16					\$ -
17	KING VISION STANDARD BLADE	Ambu, Inc.	AUKVL03	Each	1	13					\$ -
18	KING VISION CHANNELLED BLADE	Ambu, Inc.	AUKVL03C	Each	1	15					\$ -
19	Medical Shears	American Diagnostic Corp.	ADC3208K	Each	1	256					\$ -
20	Bite Stick	American Diagnostic Corp.	ADC4010	Pack	10	10					\$ -
21	SET IV 10DR 89 W/EXT. 2-SITE NEEDLELESS/SPLIT SEPTUM SURELOK	Amsino International	AM108305	Each	1	200					\$ -
22	SET IV EXT 8 STANDARD BORE	Amsino International	AMAE3108	Each	1	300					\$ -
23	EPINEPHRINE 1:1,000 (1MG/ML) 1ML VIAL (ADRENALIN)	Anda Inc.	WH0122-25	Each	1	87					\$ -
24	DIPHENHYDRAMINE ELIXIR 120ML (12.5MG/5ML)	Anda Inc.	WH1228-20	Each	1	16					\$ -
25	TUBE FEEDING/NG 16FR SUMP	Andersen Products, Inc.	AN10	Each	1	10					\$ -
26	TUBE FEEDING/NG 10FR SUMP	Andersen Products, Inc.	AN11	Each	1	10					\$ -
27	BANDAGE COHESIVE COFLEX MED 2" BL	Andover Healthcare, Inc.	AC7200BL	Each	1	4					\$ -
28	BANDAGE COHESIVE COFLEX MED 2" BL LF	Andover Healthcare, Inc.	AC9200BL	Each	1	36					\$ -
29	BANDAGE COHESIVE COFLEX MED 2" TN LF	Andover Healthcare, Inc.	AC9200TN	Each	1	36					\$ -
30	GLUCOMETER STRIPS BREEZE 2 (50)	Ascensia Diabetes Care	BY1467	Box	50	10					\$ -
31	Glucometer Strips	Ascensia Diabetes Care	BY7099	Box	50	685					\$ -
32	Glucometer Test Solution	Ascensia Diabetes Care	BY7109	Bottle/Case	12	251					\$ -
33	GLUCOMETER UNIT CONTOUR 5 SEC SIMPLE PACK	Ascensia Diabetes Care	BY9556C	Each	1	142					\$ -
34	SOLUTION IV DEXTROSE 10% 250ML	Baxter Healthcare	BA280162-Q	Each	1	10					\$ -
35	SOLUTION IV LACTATED RINGERS 500ML	Baxter Healthcare	BA2B2323	Each	1	148					\$ -
36	SOLUTION IV LACTATED RINGERS 1000ML	Baxter Healthcare	BA2B2324	Each	1	68					\$ -
37	Saline Water	Baxter Healthcare	BA2F7112	Each	1	1335					\$ -
38	Water, Sterile, Irrigation, 500ml	Baxter Healthcare	BA2F7113	Each	1	8					\$ -
39	SOLUTION IRRIG NORMAL SALINE .9% 500ML	Baxter Healthcare	BA2F7123	Each	1	180					\$ -
40	SOLUTION IRRIG NORMAL SALINE .9% 1000ML	Baxter Healthcare	BA2F7124	Each	1	24					\$ -
41	Suction Canisters 800cc's	Bemis Healthcare	BE424410	Case	100	100					\$ -
42	SUCTION CANISTER DISP 1200CC	Bemis Healthcare	BE484410	Each	1	20					\$ -
43	SUCTION CANISTER 800ML W/O TUBING	Bemis Healthcare	BE8002004	Each	1	12					\$ -
44	BVM DISP AD MED-RESCUER	BLS Systems Limited	BLS-4000	Each	1	13					\$ -
45	BVM DISP CH MED-RESCUER	BLS Systems Limited	BLS-4010	Each	1	13					\$ -
46	BVM DISP INF MED-RESCUER	BLS Systems Limited	BLS-4025	Each	1	11					\$ -
47	AIRWAY CPAP RESCUE EMERGENCY W/ PREMIUM LG AD MASK	BLS Systems Limited	BLS-8700	Each	1	10					\$ -
48	AIRWAY CPAP RESCUE EMERGENCY W/ PREMIUM MED AD MASK	BLS Systems Limited	BLS-8705	Each	1	13					\$ -
49	Stethoscope Adult (Dual tubing and head)	Briggs Healthcare	MA10-414-020	Each	1	10					\$ -
50	Cold Packs 6" x 8.25"	Briggs Healthcare	S3521	Case	24	28					\$ -
51	Kwik-Cold Pack	Briggs Healthcare	S3522	Case	50	1500					\$ -
52	AC MODULE POWER CORD EXTENDER FOR PHILIPS UNITS	Chester Electronics	CE5260-010	Each	1	13					\$ -
53	DEFIB PAD AD LP QUICK COMBO	Conmed Corporation	BL3112-1731	Each	1	15					\$ -
54	Sterile 2X2 8 ply	Covidien	D5430	Box	100	60					\$ -
55	YANKAUER TIP W/TUBING & VENT 6FT X 1/4IN	Covidien	KE42614	Each	1	29					\$ -
56	ELECT ECG AD MEDI-TRACE #530 (30/PK)	Covidien	KE530	Pack	30	20					\$ -
57	Sharps Container Small	Covidien	KE8303	Each	1	27					\$ -
58	CONT SHARPS 5 QT COUNTER BALANCED RED	Covidien	KE85075A	Each	1	80					\$ -
59	GAUZE VASELINE 8"X8"	Covidien	KE888412605	Each	1	141					\$ -
60	TUBE FEEDING/NG 10FR SUMP SALEM	Covidien	KE8888-264911	Each	1	75					\$ -
61	Alcohol Pads	Covidien	KESS311	Box	200	134					\$ -
62	LP 11 & LP12 PAPER (3 ROLL)	Covidien	KE31091427	Box	3	14					\$ -
63	CO2 DET EASY CAP CO2 DETECTOR	Covidien	N7697	Each	1	17					\$ -
64	SUDECON WIPES	Defense Devices	S3820	Each	1	57					\$ -
65	15" PADDED BOARD SPLINT	Dick Medical Supply	DD60015	Each	1	51					\$ -
66	36" Padded Board Splint	Dick Medical Supply	DD60036	Each	1	62					\$ -
67	Backboard Straps, disposable with swivel hooks, pack of three (3)	Dick Medical Supply	DM47552-OR	Each	1	34					\$ -
68	YW JACKET PADDED BOARD SPLINT 36	Dick Medical Supply	DD60036	Each	1	24					\$ -
69	Nasogastric Tube 10 French	Diversatek Health Care, Inc.	MV1217-10	Case	50	1					\$ -
70	Gastric Tube	Diversatek Health Care, Inc.	MV1217-14	Case	50	5					\$ -
71	Burn Sheets	Dynarex	D5020	Each	1	50					\$ -
72	Tape 1" silk	Dynarex	D5041	Box	12	6					\$ -
73	Tape 2" silk	Dynarex	D5042	Box	6	8					\$ -
74	Wrap Bandage 4"	Dynarex	D5112	Case	50	2					\$ -
75	Band-Aid 1"X3"	Dynarex	D5115	Box	100	12					\$ -
76	Vaseline Gauze	Dynarex	D5120	Each	1	1084					\$ -
77	Triangular Bandage	Dynarex	D5210	Box	12	608					\$ -
78	DRESSING TRAUMA MULTI 12X30	Dynarex	D5220	Each	1	163					\$ -
79	BANDAGE GAUZE ROLL 2" ST (12)	Dynarex	D5400	Box	12	16					\$ -

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PRICING SHEET

ITEM	DESCRIPTION	MFG NAME	MFG NUMBER	UOM	PACK QTY	ANNUAL EST QTY	PROPOSED ALTERNATE MFG NAME	PROPOSED ALTERNATE PRODUCT NO.	BIDDER'S PART NO.	UNIT PRICE	EXT PRICE
80	4" Roll Gauze	Dynarex	D5402	Box	12	457					\$ -
81	6" Roll Gauze	Dynarex	D5403	Box	6	304					\$ -
82	Bandage 5X9's	Dynarex	D5420	Box	20	5					\$ -
83	4"x4" Gauze Pad	Dynarex	D5438	Box	100	89					\$ -
84	ACTISPLINT 4.25 X 36 ROLLED RED	Dynarex	DY3528	Each	1	197					\$ -
85	Razor	Dynarex	DY4251	Box	50	2					\$ -
86	CONT SHARPS SHAFT 6.37"x1.22" TRANSPORTABLE CLEAR	Dynarex	DY4630	Each	1	81					\$ -
87	BAG EMESIS W/ PLASTIC RING BLU (24)	Dynarex	DY4707	Box	24	20					\$ -
88	CATH SUCTION 6FR	Dynarex	DY4806	Each	1	10					\$ -
89	Suction Catheter 8 French	Dynarex	DY4808	Case	50	105					\$ -
90	Suction Catheter 10 French	Dynarex	DY4810	Case	50	6					\$ -
91	CATH SUCTION 14FR	Dynarex	DY4814	Each	1	54					\$ -
92	CATH SUCTION 16FR	Dynarex	DY4816	Each	1	21					\$ -
93	Suction Catheter 18 French	Dynarex	DY4818	Case	50	101					\$ -
94	Kit OB Standard	Dynarex	G4352	Case	10	127					\$ -
95	B/P Cuff Child	Dynarex	H6014E	Each	1	52					\$ -
96	B/P Cuff Large Adult	Dynarex	H6015	Each	1	147					\$ -
97	B/P Cuff Adult	Dynarex	H6040	Each	1	255					\$ -
98	Suction Catheter Tonsil Tip	Dynarex	L5522	Each	1	467					\$ -
99	Nail Polish remover/Acetone Wipe	Dynarex	S3509	Box	100	4					\$ -
100	ALCOHOL PREP M (100)	Dynarex	S3510	Box	100	41					\$ -
101	AMIODARONE 450MG/9ML VIAL (50MG/ML)	Fresenius Kabi USA, Inc.	APP616-09	Each	1	80					\$ -
102	MAGNESIUM SULFATE 50% SGM/10ML VIAL	Fresenius Kabi USA, Inc.	AR2610-25	Each	1	60					\$ -
103	GLUCAGEN DIAGNOSTIC KIT 1MG POWDER W/DILUENT (GLUCAGON)	Fresenius Kabi USA, Inc.	WH0593-03	Each	1	12					\$ -
104	HAWK BLACK TEMPLE/CLEAR LENS SAFETY GLASSES	Gateway Safety	GW14GB80	Each	1	10					\$ -
105	MASK N95 PARTICULATE RESPIRATO R FLAT FOLD	Gateway Safety	GW80201	Each	1	24					\$ -
106	SAFETY GLASSES CLEAR REGULAR SIZE	Gateway Safety	S3030	Each	1	34					\$ -
107	Alcare/Foam Alcohol	GEMCO Medical	GM6399-57	Case	24	20					\$ -
108	Frac-Pack Arm Splint	GF Health Products, Inc.	F3254	Each	1	2					\$ -
109	Frac-Pack Leg Splint	GF Health Products, Inc.	F3255	Each	1	2					\$ -
110	Convenience Bag	GKR Industries, Inc.	S3703	Pack	12	2					\$ -
111	BAAM (Beck Airway Airflow Monitor VI)	Great Plains Ballistics	N6050	Each	1	20					\$ -
112	GLOVE NITRILE S PURPLE-XTRA 12" (50)	Halyard Health LLC	KC39505	Box	50	12					\$ -
113	GLOVE NITRILE L PURPLE-XTRA 12" (50)	Halyard Health LLC	KC39507	Box	50	21					\$ -
114	GLOVE NITRILE M BLACK FIRE PF NS (150)	Halyard Health LLC	KC44757	Box	150	10					\$ -
115	GLOVE NITRILE L BLACK FIRE PF NS (150)	Halyard Health LLC	KC44758	Box	150	30					\$ -
116	GLOVE NITRILE XL BLACK FIRE PF NS (150)	Halyard Health LLC	KC44759	Box	150	10					\$ -
117	Gloves Medium (Box of 100)	Halyard Health LLC	KC55082	Box	100	44					\$ -
118	Gloves Large (Box of 100)	Halyard Health LLC	KC55083	Box	100	332					\$ -
119	Gloves Ex-Large (Box of 90)	Halyard Health LLC	KC55084	Box	90	132					\$ -
120	Mask Face Shields	Halyard Health LLC	S3724	Box	25	6					\$ -
121	Mask Regular	Halyard Health LLC	X2400	Box	35	2					\$ -
122	Biohoop	Hartwell Medical	S3507	Pack	12	20					\$ -
123	Oxygen Regulator, D Tank	INOVO, Inc	N7012	Each	1	7					\$ -
124	EPINEPHRINE 1:1,000 (1MG/ML) 1ML AMP	Insource, Inc.	WH0103-10	Each	1	10					\$ -
125	ADENOSINE 3MG/ML 2ML VIAL (ADENOCARD)	Insource, Inc.	WH6710	Each	1	20					\$ -
126	ATROPINE 1MG 10ML NEEDLELESS PFS	International Med Syst, LTD	IMS3339	Each	1	10					\$ -
127	NALOXONE 1MG/ML 2ML NEEDLELESS (NARCAN) PFS	International Med Syst, LTD	IMS3369	Each	1	10					\$ -
128	IMMOBILIZER HEAD MULTI-GRIP ADULT	I-Tec Manufacturing LLC	IT-AD	Each	1	34					\$ -
129	BLANKET WOOL 60X90 30%	KEMP	K810-604	Each	1	21					\$ -
130	ET Tube Holder Adult	Laerdal Medical Corporation	LA500	Each	1	242					\$ -
131	AIRWAY ET HOLDER THOMAS SELECT AD	Laerdal Medical Corporation	LA600-42500	Each	1	25					\$ -
132	BVM Adult	Laerdal Medical Corporation	LA845011	Case	12	529					\$ -
133	BVM Child	Laerdal Medical Corporation	LA845021	Case	12	75					\$ -
134	BVM Infant	Laerdal Medical Corporation	LA845031	Case	12	63					\$ -
135	Suction Unit	Laerdal Medical Corporation	LA880061	Each	1	11					\$ -
136	POWER CORD 12 VOLT DC CORD	Laerdal Medical Corporation	LA884500	Each	1	18					\$ -
137	Suction Unit Canisters	Laerdal Medical Corporation	LA886100	Each	1	294					\$ -
138	Laerdal Suction Battery LCSU4	Laerdal Medical Corporation	LA886113	Each	1	15					\$ -
139	C-Collar Adjustable Adult Select	Laerdal Medical Corporation	LA980011	Each	1	200					\$ -
140	C-Collar Bags With Zipper	Laerdal Medical Corporation	LA980700	Each	1	3					\$ -
141	SPEEDBLOCKS BLOCK SET (BLOCKS & PAD)	Laerdal Medical Corporation	LA983092	Each	1	20					\$ -
142	SPEEDBLOCK STRAP & PAD	Laerdal Medical Corporation	LA983097	Each	1	61					\$ -
143	LP11 & LP12 PAPER (5)	Leonhard Lang USA, INC	LL12394	Pack	5	160					\$ -
144	GLUCOSE TRANSCEND GEL STRAWBERRY (3/PK)	Life Nutrition LLC	LN6739	Pack	3	13					\$ -
145	Magill Forceps Adult	MACO International	N7131	Each	1	11					\$ -
146	Magill Forceps Peds	MACO International	N7132	Each	1	6					\$ -
147	S CYLINDER O2 WRENCH METAL CHAIN	MADA Medical Products, INC	N7175	Each	1	15					\$ -
148	SENSOR SPO2 LNCS MASIMO DISP AD	Masimo Americas Inc	MA1859	Each	1	20					\$ -
149	PULSE OX UNIT FINGERTIP S. E. E.	Med Choice	MD300C2	Each	1	69					\$ -
150	Saline Flushes 10 ml/ box of 30	Medical Specialties Dist. LLC	J8375	Box	100	8700					\$ -
151	Bag Vomit Emesis	Medline Industries, Inc	NON70600	Pack	25	52					\$ -
152	BASIN WASH 8 QT	Medline Industries, Inc	S3796	Each	1	22					\$ -
153	Benzoin Tincture Swab	Medline Industries, Inc	APLS116Z	Box	50	7					\$ -
154	GLOVE NITRILE L FREEFORM EC (50)	Microflex Corporation	MXFFE775-L	Box	50	10					\$ -
155	GLOVE NITRILE XL FREEFORM EC (50)	Microflex Corporation	MXFFE775-XL	Box	50	10					\$ -

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ITEM	DESCRIPTION	MFG NAME	MFG NUMBER	UOM	PACK QTY	ANNUAL EST QTY	PROPOSED ALTERNATE MFG NAME	PROPOSED ALTERNATE PRODUCT NO.	BIDDER'S PART NO.	UNIT PRICE	EXT PRICE
156	GLOVE NITRILE L FREEFORM SE (100)	Microflex Corporation	MXFF5700-L	Box	100	10					\$ -
157	GLOVE NITRILE M FREEFORM SE (100)	Microflex Corporation	MXFF5700-M	Box	100	10					\$ -
158	GLOVE NITRILE XL FREEFORM SE (100)	Microflex Corporation	MXFF5700-XL	Box	100	10					\$ -
159	GLOVE NITRILE L SUPRENO EC (50)	Microflex Corporation	MXSEC375-L	Box	50	70					\$ -
160	GLOVE NITRILE M SUPRENO EC (50)	Microflex Corporation	MXSEC375-M	Box	50	163					\$ -
161	GLOVE NITRILE S SUPRENO EC (50)	Microflex Corporation	MXSEC375-S	Box	50	266					\$ -
162	GLOVE NITRILE XL SUPRENO EC (50)	Microflex Corporation	MXSEC375-XL	Box	50	110					\$ -
163	Peds Arm Board 6" x 2"	Morrison Medical	J8072	Each	1	10					\$ -
164	STRAP 2 PC 5" LOOP-LOK PB OR	Morrison Medical	MO1200-OR	Each	1	20					\$ -
165	STRAP 2 PC 5" LOOP-LOK PLASTIC SIDE RELEASE OR	Morrison Medical	MO1250-OR	Each	1	20					\$ -
166	SPLINT CARDBOARD 12 PLAIN	Morrison Medical	MO1500	Each	1	10					\$ -
167	SPLINT CARDBOARD 18 PLAIN	Morrison Medical	MO1510	Each	1	10					\$ -
168	SPLINT 34 CARDBOARD CENTER FOAM	Morrison Medical	MO1573	Each	1	10					\$ -
169	GLOVE NITRILE S PF NITRIDERM ULTRA (100)	NDC, INC.	199100	Box	100	20					\$ -
170	GLOVE NITRILE M PF NITRIDERM ULTRA (100)	NDC, INC.	199200	Box	100	50					\$ -
171	GLOVE NITRILE L PF NITRIDERM ULTRA (100)	NDC, INC.	199300	Box	100	30					\$ -
172	1000 lb. Large Capacity Mover	NDC, INC.	51926	Each	1	185					\$ -
173	DEFIB PAD AD CARDIAC SCIENCE G3	NDC, INC.	9131-001	Each	1	10					\$ -
174	Disp Emergency Blanket	NDC, INC.	B5340	Each	1	170					\$ -
175	**10 gttp set, 76 in clearlink (delivery by pallet)	NDC, INC.	BB352243	Box	50	10					\$ -
176	60 gttp set with Luer Lock	NDC, INC.	BB352379A	Box	50	10					\$ -
177	IV 0.9% Normal Saline 250ml	NDC, INC.	BB18002	Case	24	23					\$ -
178	KIT IV START BD W/TEGADERM	NDC, INC.	BD386150	Each	1	250					\$ -
179	1" Band-Aid	NDC, INC.	D124	Box	100	275					\$ -
180	2" Band-Aid	NDC, INC.	D5116	Box	50	75					\$ -
181	Sterile 4X4's 8 ply	NDC, INC.	D5432	Box	50	88					\$ -
182	2x2 Sterile Gauze Pads	NDC, INC.	D5436	Box	100	100					\$ -
183	GAUZE PAD 4X4 ST 12 PLY 2'S -25	NDC, INC.	D5557	Box	25	51					\$ -
184	Lancet Surgilance, Orange, 22g	NDC, INC.	J3000	Box	100	311					\$ -
185	Syringe 60cc Catheter Tip	NDC, INC.	J8144	Each	1	35					\$ -
186	Syringe 10cc Luer Lock	NDC, INC.	J8253BX	Box	100	1					\$ -
187	BABY ASPIRIN 81MG CHEWABLE TABLETS (36/BOTTLE)	NDC, INC.	J8337	Each	1	109					\$ -
188	SAFETY GLASSES V30 NEMESIS BLACK FRAME W/ CLEAR AF LENS	NDC, INC.	KC25679	Each	1	12					\$ -
189	VIONEX 4OZ. NO RINSE HAND GEL	NDC, INC.	MX10-1624	Each	1	22					\$ -
190	SOLUTION CAVICIDE DISINFECTANT 1 GALLON	NDC, INC.	MX13-1000	Each	1	10					\$ -
191	SOLUTION SPRAY CAVICIDE SURFAC E 24OZ	NDC, INC.	MX13-1024	Each	1	10					\$ -
192	CLEANER HAND SANI-HANDS WIPES 65.9% ALC (135/BX)	NDC, INC.	PDIP13472	Each	1	72					\$ -
193	Sani-Cloth Wipes	NDC, INC.	PDIQ55172	Each	1	47					\$ -
194	CLEANER SURFACE SANI-CLOTH LG TUB (160)	NDC, INC.	PDIQ89072	Each	1	14					\$ -
195	Waterless Hand Scrub/Cleaner	NDC, INC.	S3515	Each	1	91					\$ -
196	CONTAINER URINAL W/ COVER DISP	NDC, INC.	S3702	Each	1	46					\$ -
197	K-Y Jelly Packets	NDC, INC.	S3716	Box	144	19					\$ -
198	Isolation Gowns	NDC, INC.	X2315	Box	10	10					\$ -
199	Bio-Hazard Red Bags Small 24 X24	NDC, INC.	X2341	Case	25	25					\$ -
200	BAG BIOHAZARD 40-45 GAL 40X46 16 MICRONS 10/PK	NDC, INC.	Y4413	Pack	10	20					\$ -
201	Meconium Aspirator	Neotech Products	L5190	Each	1	13					\$ -
202	Albuterol inh Solution 3m 0.083%	Nephron Pharmaceuticals	WH147-2273C	Box	25	125					\$ -
203	ARS FOR NEEDLE DECOMPRESSION 14GA X 3.25	North American Rescue Products	NAZZ-0056	Each	1	10					\$ -
204	Bag Valve Mask Adult	O-TWO Medical Technologies	OT01BM3200W	Each	1	276					\$ -
205	Valve Mask Child	O-TWO Medical Technologies	OT01BM3210W	Each	1	24					\$ -
206	Pelican 1040 w/ Liner	Pelican Products, Inc.	PE1040	Each	1	24					\$ -
207	MRXWIDE PAPER (10BX)	Philips Healthcare	989803138171	Box	10	10					\$ -
208	DEFIB PAD AD/PEDI FRX	Philips Healthcare	989803139261	Each	1	29					\$ -
209	DEFIB PAD FR3 TRAINING REPLACEMENT	Philips Healthcare	989803150181	Pair	1	13					\$ -
210	FILTER LINE SET AD/PEDI	Philips Healthcare	M1920A	Each	1	20					\$ -
211	DUAL CAPNOLINE (CO2/O2) AD	Philips Healthcare	M2522A	Each	1	18					\$ -
212	SMART CAPNOLINE AD	Philips Healthcare	M2526A	Each	1	24					\$ -
213	Defib Battery	Philips Healthcare	M3863A	Each	1	1					\$ -
214	Defib Pediatric Pads	Philips Healthcare	M3870A	Each	1	9					\$ -
215	BP CUFF DISP PEDI MRX	Philips Healthcare	M4573B	Each	1	20					\$ -
216	BP CUFF DISP AD MRX	Philips Healthcare	M4575B	Each	1	40					\$ -
217	MRXAD EXTRA LONG DISP. BP CUFF	Philips Healthcare	M4576B	Each	1	40					\$ -
218	EPINEPHRINE 1:10,000 10ML LIFESHIELD PFS	Pfizer, Inc.	4921-34	Each	1	130					\$ -
219	LIDOCAINE 2% 100MG 5ML ANSYR PFS	Pfizer, Inc.	AB1323-05	Each	1	20					\$ -
220	DEXTROSE 50% 50ML (25GM) LIFESHIELD PFS	Pfizer, Inc.	AB4902-34	Each	1	10					\$ -
221	SODIUM BICARB 8.4% 50ML L/S (ADULT) LIFESHIELD PFS	Pfizer, Inc.	AB6637-33	Each	1	30					\$ -
222	AMIDATE 20MG (2MG/ML) 10ML VIAL (ETOMIDATE)	Pfizer, Inc.	AB6695-01	Each	1	30					\$ -
223	DEXTROSE 50% 50ML (25GM) ANSYR PFS	Pfizer, Inc.	AB7517-16	Each	1	10					\$ -
224	QUICK RELEASE 2PC (PAIR)	Posey Company	PO2532	Pair	1	37					\$ -
225	HAND TIGHT DISS VAC. ADAPTER	Precision Medical Inc.	PM0318	Each	1	10					\$ -
226	OHMEDA ADAPTER 1/8NPT O2	Precision Medical Inc.	PM2101	Each	1	10					\$ -
227	CATH IV 20GAX1 1/4 INSYTE AUTOGUARD WING (50)	Pro Medical Distribution LLC	BD381534	Box	50	16					\$ -
228	CATH IV 18GAX1 1/4 INSYTE AUTOGUARD WING (50)	Pro Medical Distribution LLC	BD381544	Box	50	16					\$ -

ITB: 269-2019-022  
CCPA - FIREFIGHTING MEDICAL SUPPLIES  
PRICING SHEET

ITEM	DESCRIPTION	MFG NAME	MFG NUMBER	UOM	PACK QTY	ANNUAL EST QTY	PROPOSED ALTERNATE MFG NAME	PROPOSED ALTERNATE PRODUCT NO.	BIDDER'S PART NO.	UNIT PRICE	EXT PRICE
229	CATH IV 16GX1 1/4 INSYTE AUTOGUARD WING (50)	Pro Medical Distribution LLC	BD381554	Box	50	12					\$ -
230	SAFETEC P.A.W.S. ANTIMICROBIAL TOWELLETES (100BX)	SAFETEC	SA34400	Box	100	10					\$ -
231	SPILL SOLIDIFIER SAFETEC RED 2 SOZ SHAKER BOTTLE	SAFETEC	SA41101	Each	1	10					\$ -
232	IV Catheter 16 Gauge 1 1/4"	Smiths Medical ASD	JJ3342	Box	50	1					\$ -
233	IV Catheter 22 Gauge	Smiths Medical ASD	JJ3350	Box	50	1					\$ -
234	IV Catheter 24 Gauge	Smiths Medical ASD	JJ3353	Box	50	1					\$ -
235	IV Catheter 18 Gauge 1 1/4"	Smiths Medical ASD	JJ3355	Box	50	1					\$ -
236	IV Catheter 20 Gauge	Smiths Medical ASD	JJ3356	Box	50	1					\$ -
237	IV Catheter 14 Gauge 2"	Smiths Medical ASD	JJ3358	Box	50	1					\$ -
238	ET Tube #6.0 Cuffed	Smiths Medical ASD	SM100100060	Box	10	10					\$ -
239	ET Tube #6.5 Cuffed	Smiths Medical ASD	SM100100065	Box	10	10					\$ -
240	ET Tube #7.0 Cuffed	Smiths Medical ASD	SM100100070	Box	10	10					\$ -
241	ET Tube #7.5 Cuffed	Smiths Medical ASD	SM100100075	Box	10	10					\$ -
242	ET Tube #8.0 Cuffed	Smiths Medical ASD	SM100100080	Box	10	10					\$ -
243	ET Tube #8.5 Cuffed	Smiths Medical ASD	SM100100085	Box	10	10					\$ -
244	ET Tube #9.0 Cuffed	Smiths Medical ASD	SM100100090	Box	10	10					\$ -
245	AIRWAY ET CUFFED 3.0 & STYLET	Smiths Medical ASD	SM100102030	Each	1	16					\$ -
246	AIRWAY ET CUFFED 4.0 & STYLET	Smiths Medical ASD	SM100102040	Each	1	18					\$ -
247	AIRWAY ET CUFFED 4.5 & STYLET	Smiths Medical ASD	SM100102045	Each	1	20					\$ -
248	AIRWAY ET CUFFED 6.0 & STYLET	Smiths Medical ASD	SM100102060	Each	1	18					\$ -
249	AIRWAY ET CUFFED 6.5 & STYLET	Smiths Medical ASD	SM100102065	Each	1	10					\$ -
250	AIRWAY ET CUFFED 7.0 & STYLET	Smiths Medical ASD	SM100102070	Each	1	30					\$ -
251	AIRWAY ET CUFFED 7.5 & STYLET	Smiths Medical ASD	SM100102075	Each	1	30					\$ -
252	AIRWAY ET CUFFED 9.0 & STYLET	Smiths Medical ASD	SM100102090	Each	1	15					\$ -
253	SYRINGE 60/50ML LL	Southeastern Emergency Equipment	J8142	Each	1	20					\$ -
254	Airway Supraglottic LTS-D #5	Southeastern Emergency Equipment	KLTS0405K-NG	Each	1	5					\$ -
255	AIRWAY KIT BERMAN COLOR CODED (SIZES 00-6)	Southeastern Emergency Equipment	SEAIR-1	Each	1	20					\$ -
256	BP CUFF ULTRACHECK CH SINGLE TUBE HP FITTING	Spacelabs Healthcare	CASUS1320HP-05	Each	1	36					\$ -
257	Yankauer Suction Tip	SSCOR, Inc.	SS44241	Box	50	206					\$ -
258	CANN NASAL AD NON-FLARED	Summit Financial Resources	N7297	Each	1	15					\$ -
259	MASK CPR MASK W/ONE WAY VALVE	Summit Financial Resources	N7490	Each	1	10					\$ -
260	Pressure Infusion Bag	Sun Med	J8030	Case	25	155					\$ -
261	Oxygen Supply Tubing	Sun Med	N7289	Case	50	100					\$ -
262	Nasal Cannula Pediatric	Sun Med	N7292	Case	50	250					\$ -
263	AIRWAY BERMAN 50MM COLOR CODED	Sun Med	SU1-1506-50	Each	1	25					\$ -
264	AIRWAY BERMAN 60MM COLOR CODED	Sun Med	SU1-1506-60	Each	1	25					\$ -
265	AIRWAY BERMAN 70MM COLOR CODED	Sun Med	SU1-1506-70	Each	1	25					\$ -
266	AIRWAY NASAL 20FR TRUMPET STYLE, ROBERTAZZI, LF	Sun Med	SU1-5075-20	Each	1	40					\$ -
267	AIRWAY NASAL 26FR TRUMPET STYLE, ROBERTAZZI, LF	Sun Med	SU1-5075-26	Each	1	34					\$ -
268	AIRWAY NASAL 28FR TRUMPET STYLE, ROBERTAZZI, LF	Sun Med	SU1-5075-28	Each	1	44					\$ -
269	AIRWAY NASAL 30FR TRUMPET STYLE, ROBERTAZZI, LF	Sun Med	SU1-5075-30	Each	1	19					\$ -
270	AIRWAY NASAL 32FR TRUMPET STYLE, ROBERTAZZI, LF	Sun Med	SU1-5075-32	Each	1	20					\$ -
271	AIRWAY ET CUFFED 3.0 & STYLET	Sun Med	SU1-7343-30	Each	1	10					\$ -
272	AIRWAY ET CUFFED 5.0 & STYLET	Sun Med	SU1-7343-50	Each	1	30					\$ -
273	AIRWAY ET CUFFED 5.5 & STYLET	Sun Med	SU1-7343-55	Each	1	20					\$ -
274	AIRWAY ET CUFFED 6.0 & STYLET	Sun Med	SU1-7343-60	Each	1	45					\$ -
275	AIRWAY ET CUFFED 6.5 & STYLET	Sun Med	SU1-7343-65	Each	1	40					\$ -
276	AIRWAY ET CUFFED 7.5 & STYLET	Sun Med	SU1-7343-75	Each	1	50					\$ -
277	AIRWAY ET CUFFED 8.0 & STYLET	Sun Med	SU1-7343-80	Each	1	15					\$ -
278	AIRWAY ET CUFFED 8.5 & STYLET	Sun Med	SU1-7343-85	Each	1	11					\$ -
279	AIRWAY ET CUFFED 9.0 & STYLET	Sun Med	SU1-7343-90	Each	1	12					\$ -
280	Adult Laryngoscope Handle Fiber Optic	Sun Med	SU5-0236-09	Each	1	7					\$ -
281	Peds Laryngoscope Handle Fiber Optic	Sun Med	SU5-0236-10	Each	1	6					\$ -
282	Macintosh #3 Blade Fiber Optic	Sun Med	SU5-5332-03	Box	20	65					\$ -
283	Macintosh #4 Blade Fiber Optic	Sun Med	SU5-5332-04	Box	20	51					\$ -
284	Miller #1 Blade Fiber Optic	Sun Med	SU5-5333-01	Box	20	17					\$ -
285	Miller #3 Blade Fiber Optic	Sun Med	SU5-5333-03	Box	20	36					\$ -
286	Miller #4 Blade Fiber Optic	Sun Med	SU5-5333-04	Box	20	20					\$ -
287	NRB O2 Mask Adult	Teleflex Medical, Inc.	HU1059	Case	50	3389					\$ -
288	CANN NASAL PEDI NON-FLARED TIPS W/ 7" TUBING	Teleflex Medical, Inc.	HU1101	Each	1	13					\$ -
289	Nasal Cannula Adult	Teleflex Medical, Inc.	HU1103	Case	50	1376					\$ -
290	15mm Adapter (box of 50)	Teleflex Medical, Inc.	HU1422	Case	50	2					\$ -
291	Elbow Adapter (box of 50)	Teleflex Medical, Inc.	HU1641	Case	50	2					\$ -
292	Oxygen Mask Aerosol	Teleflex Medical, Inc.	N7281-ADULT	Each	1	300					\$ -
293	Adult Nebs with Mask	Teleflex Medical, Inc.	N7281M	Case	50	400					\$ -
294	Pedi Nebs with Mask	Teleflex Medical, Inc.	N7281PM	Case	50	200					\$ -
295	Neb Micro Mist w/ Nebulizer, Tee	Teleflex Medical, Inc.	N7281R	Case	50	412					\$ -
296	NRB O2 Mask Pediatric	Teleflex Medical, Inc.	N7284	Each	1	224					\$ -
297	40mm Airway	Teleflex Medical, Inc.	RU121801	Case	50	84					\$ -
298	60mm Airway	Teleflex Medical, Inc.	RU121802	Case	50	100					\$ -
299	80mm Airway	Teleflex Medical, Inc.	RU121803	Case	50	103					\$ -
300	90mm Airway	Teleflex Medical, Inc.	RU121804	Case	50	150					\$ -
301	100mm Airway	Teleflex Medical, Inc.	RU121805	Case	50	155					\$ -

ITB: 269-2019-022  
CCPA - FIREFIGHTING MEDICAL SUPPLIES  
PRICING SHEET

ITEM	DESCRIPTION	MFG NAME	MFG NUMBER	UOM	PACK QTY	ANNUAL EST QTY	PROPOSED ALTERNATE MFG NAME	PROPOSED ALTERNATE PRODUCT NO.	BIDDER'S PART NO.	UNIT PRICE	EXT PRICE
302	110mm Airway	Teleflex Medical, Inc.	RU121806	Case	50	153					\$ -
303	Oral Airway 50MM	Teleflex Medical, Inc.	RU121850	Case	50	4					\$ -
304	Oral Airway 70MM	Teleflex Medical, Inc.	RU121870	Case	50	2					\$ -
305	AIRWAY KIT NASAL (22-32FR) W/LUBRICANT	Teleflex Medical, Inc.	RU1231	Kit	1	13					\$ -
306	AIRWAY NASAL 24FR (6.0) TRUMPET STYLE, ROBERTAZZI, LF	Teleflex Medical, Inc.	RU123124	Each	1	10					\$ -
307	AIRWAY NASAL 26FR (6.5) TRUMPET STYLE, ROBERTAZZI, LF	Teleflex Medical, Inc.	RU123126	Each	1	14					\$ -
308	AIRWAY NASAL 28FR (7.0) TRUMPET STYLE, ROBERTAZZI, LF	Teleflex Medical, Inc.	RU123128	Each	1	17					\$ -
309	Nasal Airway #30	Teleflex Medical, Inc.	RU123130	Box	10	165					\$ -
310	Nasal Airway #32	Teleflex Medical, Inc.	RU123132	Box	10	173					\$ -
311	Nasal Airway #34	Teleflex Medical, Inc.	RU123134	Box	10	150					\$ -
312	Nasal Airway #36	Teleflex Medical, Inc.	RU123136	Box	10	150					\$ -
313	Nasal Airway # 14	Teleflex Medical, Inc.	RU123314	Box	10	10					\$ -
314	Nasal Airway # 18	Teleflex Medical, Inc.	RU123318	Box	10	4					\$ -
315	Nasal Airway # 20	Teleflex Medical, Inc.	RU123320	Box	10	4					\$ -
316	Nasal Airway # 22	Teleflex Medical, Inc.	RU123322	Box	10	4					\$ -
317	Nasal Airway # 24	Teleflex Medical, Inc.	RU123324	Box	10	4					\$ -
318	Nasal Airway # 26	Teleflex Medical, Inc.	RU123326	Box	10	14					\$ -
319	Nasal Airway # 28	Teleflex Medical, Inc.	RU123328	Box	10	317					\$ -
320	AIRWAY NASAL 30FR PVC	Teleflex Medical, Inc.	RU123330	Each	1	30					\$ -
321	AIRWAY NASAL 32FR PVC	Teleflex Medical, Inc.	RU123332	Each	1	10					\$ -
322	Neonatal BVM Mask	Teleflex Medical, Inc.	RU158000	Box	30	5					\$ -
323	MASK DISP CUSHION LG AD DISP	Teleflex Medical, Inc.	RU158600	Each	1	10					\$ -
324	ET Stylette Peds 6mm	Teleflex Medical, Inc.	RU500	Box	25	10					\$ -
325	ET Stylette Adult 12mm	Teleflex Medical, Inc.	RU502505	Box	20	10					\$ -
326	STYLET FLEXI-SLIP 12FR	Teleflex Medical, Inc.	RU502505	Each	1	10					\$ -
327	MAD Mister	Teleflex Medical, Inc.	WTMAD300	Each	1	325					\$ -
328	SPLINT SAM 18 JUNIOR	The Seaburg Co Inc.	SE1410	Each	1	10					\$ -
329	Insta Glucose	VPNA, LLC	ICN0746-31	Case	12	436					\$ -
330	INSTA-GLUCOSE 3 PACK	VPNA, LLC	ICN0746-33	Case	24	13					\$ -
331	CO2 DET EASY AD	Westmed, Inc.	WE562134	Each	1	16					\$ -
332	DIPHENHYDRAMINE 50MG 1ML VIAL	West-Ward Pharmaceuticals	WH102-0700	Each	1	18					\$ -
333	Trauma Shears 7 1/4"	Zulco International Inc.	A4500	Each	1	34					\$ -
334	SCISSORS PARA-MED 7 1/4 PK HOT PINK	Zulco International Inc.	A4505	Each	1	50					\$ -
335	SCISSORS PARA-MED 7 1/4 GR CORAL GREEN	Zulco International Inc.	A4506	Each	1	12					\$ -
336	Ring Cutter	Zulco International Inc.	A4510	Each	1	40					\$ -
337	Ring Cutter Blades	Zulco International Inc.	A4511	Each	1	22					\$ -
338	SCISSORS PARA-MED 5 1/2 OR ORANGE	Zulco International Inc.	A4514OR	Each	1	25					\$ -
339	Glove Case	Zulco International Inc.	A4750	Each	1	138					\$ -
340	Penlights	Zulco International Inc.	S3604	Pack	6	406					\$ -
341	IV 0.9% Normal Saline 1000ml		BBL8000		12	202					\$ -
<b>Total</b>											\$ -

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**NON-DISCRIMINATION PROVISION**

**ITB # 269-2019-022**

**Firefighting Medical Supplies**

All requests for bids or Bids 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 the enclosed Bid, the Bidder has considered all bids submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in **Section 2**.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age, religion, national origin, marital status, familial status, sexual orientation, gender identity, gender expression or 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 submitted with this certification, and terminate any contract awarded based on such Bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder 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 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 and to any contract awarded on such bid or Bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder to any remedies that are allowed thereunder.
5. As part of its bid, the Bidder shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a bid 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: \_\_\_\_\_

**REFERENCES**

**ITB # 269-2019-022**

**Firefighting Medical Supplies**

Company Name: \_\_\_\_\_

List three (3) clients excluding the City of Charlotte, 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:	

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

**ITB # 269-2019-022**

**Firefighting Medical Supplies**

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have 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 or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted 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 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 or in some instances, criminal prosecution.

**I hereby certify as stated above:**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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**BYRD ANTI-LOBBYING CERTIFICATION**

**ITB # 269-2019-022**

**Firefighting Medical Supplies**

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 and 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 making lobbying contacts to 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 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all 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 by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

\_\_\_\_\_ (the "Company"), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City/State/Zip

**CCPA PLAN**

**ITB # 269-2019-022**

**Firefighting Medical Supplies**

Pursuant to N.C. G.S. 160A-461 and 143-129(e)(3), the City of Charlotte City Procurement has established the Charlotte Cooperative Purchasing Alliance (CCPA). The purpose of the CCPA is to allow other public agencies regionally and nationwide to use contracts competitively solicited and awarded by the City of Charlotte (herein “City”). Combining the volumes of government agencies achieves cost effective pricing and reduces the administrative and overhead costs of suppliers and public agencies alike. By providing a comprehensive and competitively solicited Contract through a single bid process, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), state, other government agency or nonprofit organization can utilize the subsequent contract(s) without the need for further solicitation. Companies should consider the potential volumes when responding to this ITB. Participation by other entities is strictly voluntary and no volumes are guaranteed. Participation by other entities is strictly voluntary and no volumes are guaranteed though Participating Public Agencies will be required to register to purchase products or services through the CCPA.

More information about the CCPA can be found on the CCPA website at: [www.charlottealliance.org](http://www.charlottealliance.org).

The objective of this ITB is to utilize participation among the City, as well as various other Participating Public Agencies, to provide low cost reliable Products and Services. The Company must agree to receive orders from the City and all Participating Public Agencies and to provide all Services ordered to a specified City and Participating Public Agency address.

Companies shall include in detail how they will serve all Participating Public Agencies as it relates to the CCPA. Currently the CCPA has approximately 380 registered Participating Public Agencies in Arizona, California, District of Columbia, Florida, Georgia, Maryland, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, South Carolina, Tennessee, Texas, Virginia, Washington, and West Virginia.

Please address the following:

1. Describe your company’s ability to provide Products/Services to any Participating Public Agencies in the contiguous 48 states; and the ability to deliver Products/Services in Alaska and Hawaii.
2. Address if your company has a national sales force, dealer network or distributor with the ability to serve Participating Public Agencies in all 50 U.S. states.
3. How will you monitor and report all spend by City/Participating Public Agencies to the City for auditing purposes?

The City will post all awarded contracts on the CCPA website, along with the respective vendor information. Please address the following accordingly:

1. Will your company allow the City to utilize their organization’s logo on the CCPA website?
2. Will your company be willing to advertise the CCPA logo and website on your organization’s website?
3. How do you plan to market the Contract(s) to other Participating Public Agencies?

**DELIVERY PERSONNEL**

**ITB # 269-2019-022**

**Firefighting Medical Supplies**

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

**SAMPLE CONTRACT**

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

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**CONTRACT NO. \_\_\_\_\_  
CONTRACT TO PROVIDE  
Firefighting Medical Supplies**

This Contract (the "Contract") is entered into as of this \_\_\_ day of \_\_\_\_\_ 20\_\_ (the "Effective Date"), by and between (insert Company name), a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**STATEMENT OF BACKGROUND AND INTENT**

- A. The City issued an Invitation to Bid (ITB # 269-2019-022) dated **October 5, 2018** requesting Bids from qualified firms to provide the City with Firefighting Medical Supplies, 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 # 269-2019-022 on October 16, 2018. This Bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Bid."
- C. The City awarded this Contract on November 26, 2018 to the Company to provide Firefighting Medical Supplies 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 Contract, 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 Contract and incorporated into and made a part of this Contract by reference:

Exhibit A: Pricing Sheet (Bid Response Form 5 as submitted by the Company)

Exhibit B: Specifications (Section 3 of the ITB and all addenda thereto, marked to show any exceptions taken by the Company in its Bid)

Exhibit C: Bid Response Forms (the Bid Response Forms contained in Section 4 of the ITB and submitted by the Company, except for Form 5, the Pricing Sheet)

Exhibit D: Additional Materials (Any additional materials submitted by the Company to describe the Products or Services) **Remove if not applicable**

Exhibit E: Federal Contract Terms and Conditions

Each reference to this Contract shall be deemed to include all Exhibits. With the exception of Exhibit E (Federal Contract Terms and Conditions), any conflict between language in an Exhibit to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract. Notwithstanding anything contained in this Contract or any Exhibit to the contrary, in the event of a conflict between the language of Exhibit E and the main body of this Contract or any other Exhibit to this Contract, the language of Exhibit E shall prevail. The materials in Exhibit D

shall be deemed incorporated into this Contract only to the extent they do not conflict with the main body of this Contract or any of the other Exhibits. Any conflict between Exhibit D and any other Exhibit shall be resolved in favor of the other Exhibit. Any limitations of liability, limitations of warranty, exclusion of damages or similar terms contained in Exhibit D shall be deemed in conflict and shall be excluded. Each reference to (insert company name) 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 Contract (including all exhibits):
  - 2.1 **EFFECTIVE DATE.** The term “Effective Date” refers to the effective date identified in the first paragraph of this Contract.
  - 2.2 **PRODUCTS.** The term “Products” shall mean Firefighting Medical Supplies and all other related items the Company agreed to provide to the City in its Bid.
  - 2.3 **SERVICES.** The term “Services” shall include all services that the Company agreed to provide to the City in its Bid.
3. **TERM.** The initial term of this Contract will be for three (3) year from the Effective Date with an option to renew for two (2) additional one-year terms. This Contract may be extended only by a written amendment to this Contract signed by both parties.
4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**
  - 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City’s facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
  - 4.2 **Placement of Orders:** All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of this Contract.
5. **OPTIONS AND ACCESSORIES.** The City may, in its discretion, purchase from the Company 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, and provided the City is authorized by law to make such purchases without a formal bid process.
6. **DOCUMENTATION.** The company will provide for all Products purchased under this Contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such Products for the purpose for which the City is acquiring them.
7. **COMPENSATION.** The City shall pay the Company for the Products and Services delivered in compliance with the specifications at the unit prices set forth in Exhibit A. This amount **constitutes** the maximum fees and charges payable to the Company in the aggregate under this Contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit A. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.

**8. PRICE ADJUSTMENT.**

8.1 The price(s) stated in this Contract shall not increase for the entire three-year term of this Contract. The prices shall also not increase during the two (2), one-year renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:

8.1.1 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 adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the City Procurement representative, at the address listed below, 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 proposed.

City of Charlotte  
Finance Department / City Procurement  
600 East Fourth Street  
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of this Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of this Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company will promptly send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

**9. BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one (1) copy of each invoice to cocap@charlottenc.gov. The Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one (1) copy of each invoice to:

City of Charlotte Accounts Payable  
PO Box 37979  
Charlotte, NC 28237-7979  
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice; (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice.

10. **CONTRACT MONITORING.** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING.** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT.** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract 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 Contract 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.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
  - 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of \_\_\_\_\_, and is qualified to do business in North Carolina;
  - 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
  - 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
  - 13.4 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 Contract;
  - 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

- 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS.** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME.** When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.
- Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.
- 18. DESIGN AND/OR MANUFACTURER REQUIREMENT.** All Products and Services shall meet the Specifications set forth in Section 3 of the ITB.
- 19. INSPECTION AT COMPANY'S SITE.** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three



(3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

**20. PREPARATION FOR DELIVERY.**

20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company 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.

20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department 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.).

20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.

**21. ACCEPTANCE OF PRODUCTS/SERVICES.** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

**22. GUARANTEE.** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

**23. NO LIENS.** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.

**24. MANUFACTURER OR DEALER ADVERTISEMENT.** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

**25. RIGHT TO COVER.** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, 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 (or reasonable substitutes) from a third party; and
- b. Recover from the Company the difference between what the City 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 Company's response to the ITB.

- 26. RIGHT TO WITHHOLD PAYMENT.** If Company breaches any provision of the Contract, the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
- 27. 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.
- 28. TERMINATION.**
- 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, 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
- 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
- 29.2.3 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 Contract 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 Contract if the default is not cured within the specified period.
- 29.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract 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):
- 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by

this Contract, or failure to provide the proof of insurance as required by this Contract.

- 29.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract 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.
- 29.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, 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) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 **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 Contract, the Company agrees that it will not terminate this Contract 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.
- 29.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, 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:
- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
  - 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
  - 29.8.3 Performing the transition service plan activities;
  - 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
  - 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
29. **NO DELAY DAMAGES.** Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.
30. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.

- 31. RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract 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 Contract.
- 32. INDEMNIFICATION.** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the “Indemnitees” (as defined below) from and against any and all “Charges” (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company’s failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, 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 a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term “Indemnitees” means the City, any federal agency that funds all or part of this Contract, and each of the City’s and such federal agency’s officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.
- 33. INSURANCE.** Throughout the term of the Contract, 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 Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company 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 Company 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 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, 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 City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract 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.

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 the Contract.

Certificates of all required insurance shall contain the provision that the City will be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. All insurance certificates must include this Contract number in the description field.

The City 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 Company and/or subcontractor providing such insurance.

- 34. COMMERCIAL NON-DISCRIMINATION.** As a condition of entering into this Contract, the Company represents and warrants that it will fully 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. 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 or suppliers 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 Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by 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 Contract; 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 the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company 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, 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 agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

- 35. 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.
- 36. 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.
- 37. BACKGROUND CHECKS.** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
- a. Criminal records search,
  - b. Identification verification; and
  - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

- 38. NOTICES.** Any notice, consent or other communication required or contemplated by this Contract 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 Contract shall be sent to:

<b>For The Company:</b>	<b>For The City:</b>
	Kay Elmore
	City Procurement
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-2524
	Fax: 704-632-8252
	E-mail: kelmore@charlottenc.gov
<b>With Copy To:</b>	<b>With Copy To:</b>
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	E-mail: cwhite@charlottenc.gov

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.

- 39. SUBCONTRACTING.** The Company shall not subcontract any of its obligations under this Contract 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 Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
- 40. 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:

If such failure or delay:

- a. Could not have been prevented by reasonable precaution;
- b. Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- c. 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.

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.

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 the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company 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 Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

#### 43. CONFIDENTIALITY.

43.1. DEFINITIONS. As used in this Contract, The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

- 43.1.1. Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 43.1.2. Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
- 43.1.3. Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 43.1.4. Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 43.1.5. Citizen or employee social security numbers collected by the City.
- 43.1.6. Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 43.1.7. Local tax records of the City that contains information about a taxpayer’s income or receipts.
- 43.1.8. Any attorney / client privileged information disclosed by either party.
- 43.1.9. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.



- 43.1.10. The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 43.1.11. Building plans of city-owned buildings or structures, as well as any detailed security plans.
- 43.1.12. Billing information of customers compiled and maintained in connection with the City providing utility services.
- 43.1.13. Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 43.1.3 through 43.1.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

- 43.2. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
  - 43.2.1. Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
  - 43.2.2. Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City’s prior written consent.
  - 43.2.3. Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
  - 43.2.4. Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
  - 43.2.5. Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
  - 43.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this

Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

- 43.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 43.2.8. Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- 43.2.9. Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- 43.3. EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
  - 43.3.1. Was already known to Company prior to being disclosed by the City;
  - 43.3.2. Was or becomes publicly known through no wrongful act of Company;
  - 43.3.3. Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
  - 43.3.4. Was used or disclosed by Company with the prior written authorization of the City;
  - 43.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
  - 43.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

**44. MISCELLANEOUS.**

- 44.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments 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 Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the foregoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 44.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.

- 44.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such 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.
- 44.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this 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 Section 42.8 constitutes an assignment.
- 44.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit 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 Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 44.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the foregoing, 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.
- 44.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this 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 this 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 this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 44.8 CHANGE IN CONTROL. In the event of a change in “Control” of the Company (as defined below), the City shall have the option of terminating this Contract 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 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 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.
- 44.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 44.10 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 Contract 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.

44.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

44.12 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 the following:

Section 3	“Term”
Section 13	“General Warranties”
Section 14	“Additional Representations and Warranties”
Section 22	“Guarantee”
Section 27	“Other Remedies”
Section 28	“Termination”
Section 32	“Indemnification”
Section 33	“Insurance”
Section 38	“Notices”
Section 43	“Confidentiality”
Section 44	“Miscellaneous”
Exhibit E:	“Federal Contract Terms and Conditions”

44.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract 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 Contract 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 Contract.

44.14 NC REQUIRED TERMS. The following terms are incorporated into this Contract for compliance with state law:

44.14.1 E-Verify. Company will 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.

44.14.2 NC Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel. Company certifies that: (i) 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. 147-86.58 (collectively, the “Treasurer’s IDA List”); (ii) 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 (such designation being referred to as the “Treasurer’s IB List”); and (iii) it will not take any action causing it to appear on the Treasurer’s IDA List or the Treasurer’s IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys’ fees incurred by the City in connection with any claim that this

Contract or any part thereof is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

- 44.15 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed as of the date first written above.

**[INSERT COMPANY NAME]**

**BY:** \_\_\_\_\_  
(signature)

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CITY OF CHARLOTTE:  
INSURANCE AND RISK MANAGEMENT**

**BY:** \_\_\_\_\_  
(signature)

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CITY OF CHARLOTTE:  
CITY MANAGER'S OFFICE  
OFFICE/DEPARTMENT/DIVISION**

**BY:** \_\_\_\_\_  
(signature)

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
(signature)

**DATE:** \_\_\_\_\_

**EXHIBIT A – PRICING SHEET  
FORM 5 OF ITB #269-2019-022**

**INTENTIONALLY LEFT BLANK FOR SAMPLE CONTRACT**

**EXHIBIT B – SPECIFICATIONS**  
**SECTION 3 OF ITB #269-2019-022 AND ALL ADDENDA**  
**INTENTIONALLY LEFT BLANK FOR SAMPLE CONTRACT**



**EXHIBIT C – BID RESPONSE FORMS**  
**SECTION 4 OF ITB #269-2019-022**

**INTENTIONALLY LEFT BLANK FOR SAMPLE CONTRACT**

**EXHIBIT D – ADDITIONAL MATERIALS  
INTENTIONALLY LEFT BLANK FOR SAMPLE CONTRACT**

**EXHIBIT E – FEDERAL CONTRACT TERMS AND CONDITIONS**

This Exhibit is attached and incorporated into the Firefighting Medical Supplies (the “Contract”) between the City of Charlotte and [COMPANY NAME] (the “Company”). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder’s list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder’s list, the Company shall notify the City immediately. The Company’s completed Form 8 – Vendor Debarment Certification is incorporated herein as Form [EXHIBIT LETTER].
2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Company certifies that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, 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 and Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
  - c. The Company 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.
  - d. The Company's completed Form 9 –Byrd Anti-Lobbying Certification is incorporated herein as Form [EXHIBIT LETTER].
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** The Company shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter resulting from the Contract.
11. **Remedies.**
- 11.1 **RIGHT TO COVER.**  
If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits), the City may take any of the following actions with or without terminating this Contract, 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 perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and

- b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the services exceed the amount due the Company, collect the amount due from the Company.
- 11.2 **RIGHT TO WITHHOLD PAYMENT.**  
If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.
- 11.3 **SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.**  
The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches the Contract.
- 11.4 **SETOFF.**  
Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.
- 11.5 **OTHER REMEDIES.**  
Upon breach of this 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.

**12. Termination for Convenience and for Cause.**

- 12.1 **TERMINATION FOR CONVENIENCE.**  
The City may terminate the Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, Company shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. The forgoing payment obligation is contingent upon the Company having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered through the termination date and the percentage of completion of each task.
- 12.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.**  
By giving written notice to the other party, either party may terminate the Contract 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 the Contract, provided that, unless otherwise stated in the Contract, 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 the Contract 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 the Contract 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 shall identify this Section of the Contract and shall state the party's intent to terminate the Contract if the default is not cured within the specified period.

### 13. Indemnification.

#### 13.1 INDEMNIFICATION.

To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, 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 the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means City, any federal agency that funds all or part of this Contract, and each of the City's and such federal agency's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

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 overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty (30) 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 Contract.

This Section 13 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

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**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Charlotte Cooperative Purchasing Alliance (CCPA) Master Intergovernmental Cooperative Purchasing Agreement will allow a Participating Public Agency to purchase commodities and/or services from any and all CCPA Contracts, under the same terms, conditions and prices as stated in each contract competitively solicited and awarded by the City of Charlotte, North Carolina (“Contracting Agent”) on behalf of itself and all other public agencies. It is hereby agreed to by CCPA and the Participating Public Agency (Participants) that:

1. CCPA has followed procurement procedures for products and/or services offered by this Agreement in accordance with CCPAs governing procurement statutes and regulations.
2. The cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
3. It is the sole responsibility of each Participating Public Agency to follow their state procurement statutes as it pertains to cooperative purchasing, and the rules and regulations that govern each Participant’s procurement practices.
4. CCPA cooperative purchasing contracts are available to Participating Public Agencies “as is,” and CCPA is under no obligation to revise the terms, conditions, scope, price, and/or other conditions of the contract for the benefit of the Participants.
5. It is the sole responsibility of the Participating Public Agency to accept delivery of products and/or services, and the Participants hereby agree to make timely payments to each Company for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Participating Public Agency and the Company are to be resolved between the Participating Public Agency and the Company.
6. The City of Charlotte shall not be held liable for any costs, damages, expenses, fees, or liabilities incurred by any other Participating Public Agency as a result of any contract or other arrangement entered into between that Participant and the Company.
7. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
8. This Agreement incorporates all Contracts, covenants and understandings between CCPA and the Participating Public Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed, or amended except by written revision or addendum executed by both parties.
9. This agreement is non-exclusive and shall not in any way preclude Participating Public Agencies from entering into similar agreements and/or arrangements with other Cooperative Purchasing Programs, or from acquiring similar goods and services from other sources.
10. This agreement shall take effect after the Participating Public Agency submits the competed electronic CCPA registration and shall remain in effect until termination by a party giving 30 days written notice to the other party.

**CONFLICT OF INTEREST POLICY FOR CITY, SECONDARY, AND OTHER EMPLOYMENT  
RELATIONSHIPS (HR13)**