

City of Charlotte



Agenda Date: 12/12/2016

Agenda #: 17.File #: 15-3747 Type: Consent Item

Firefighting Turnout Gear**Action:**

- A. Award unit price contracts to the following lowest responsive bidders for the purchase of firefighting turnout gear for one year:**
- Atlantic Emergency Solutions,
 - Municipal Emergency Services, Inc., and
 - Newton's Fire & Safety Equipment, Inc.
- B. Authorize the City Manager to renew the contracts for up to four additional, one-year terms with possible price adjustments and to amend the contracts consistent with the City's business needs and the purpose for which the contracts were approved.**

Staff Resource(s):

Kevin Gordon, Charlotte Fire Department
Karen Ewing, Management & Financial Services

Explanation

- Firefighting turnout gear is used by the Charlotte Fire Department (CFD) for personal firefighter protection while performing daily tasks including firefighting, search and rescue, and responding to building entrapments and gas leaks. Firefighting turnout gear consists of a jacket and pant and helps protect the firefighters from thermal and mechanical injury.
- On May 19, 2016, Management & Financial Services issued a two-phase Invitation to Bid for CFD and on behalf of the Charlotte Cooperative Purchasing Alliance (CCPA) for firefighting turnout gear. Three bids were received from interested bidders, and each bid offered products from a different manufacturer.
 - In phase I, the City required bidders to furnish sample gear for CFD to test and evaluate the compliance with specifications, quality, durability, and performance of the gear.
 - o Three bidders submitted on one or more of the required manufacturers' products, and provided information including references and sample reporting, and proposed alternate sample gear.
 - o Based on the evaluation results, CFD approved specific products for which the bidders could provide unit price bids.
 - In Phase II, the City approved two of the proposed alternate samples and requested fixed unit price bids for eight products.
- To accommodate the diverse need of CFD and other CCPA public entities, all three bidders were selected to provide specific manufacturers' products.
 - Atlantic Emergency Solutions is an authorized distributor for Innotex brand gear.
 - MES is an authorized distributor for Globe brand gear.
 - Newton's Fire & Safety is an authorized distributor for Morning Pride brand gear.

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- The companies will be paid the unit prices set forth in the contracts, copies of which are available upon request.
- The contracts give the City the option to renew for four additional, one-year terms with applicable price adjustments included in the contract pricing sheet.
- The first year combined annual expenditure is estimated to be \$1,894,968.
 - On October 10, 2016, the Charlotte City Council authorized the City Manager to accept the 2015 Assistance to Firefighters Grant from the U.S. Department of Homeland Security, Federal Emergency Agency in the amount of \$1,401,750, with a local match of \$127,431. This grant will allow CFD to purchase additional personal protective equipment, such as helmets, boots, hoods, and gloves, in addition to turnout gear.
 - CFD plans to use a portion of the 2015 grant funds (estimated at \$1,274,319) and operating funds (estimated at \$620,649) to purchase replacement turnout gear for an estimated 1,044 fire operations personnel during the initial term of the contracts.
- CFD intends to purchase approximately \$1,722,268 in Globe gear from MES during the initial one year term.
- CFD plans to buy approximately \$172,700 in Innotex gear from Atlantic Emergency Solutions during the initial one year term.
- The additional turnout gear will help ensure the proper maintenance and exchange of turnout gear, and will enable CFD to move towards its ultimate goal to provide two sets of turnout gear for each operations staff member.
 - Proper maintenance and exchange of turnout gear is critical for the health and safety of firefighters.

Background

- The National Fire Protection Association recommends replacing all protective clothing every 10 years, or when the garments are damaged to the point of noncompliance with safety specifications.
- The CCPA is a cooperative purchasing program within Management & Financial Services with the specific purpose of reducing procurement costs by leveraging aggregate purchasing volume to receive better pricing.
- Firefighting turnout gear is commonly used by entities of all sizes. Offering competitively-priced gear through CCPA benefits entities nationwide.
- CCPA contracts are available for the use of and to benefit all entities that must comply with state purchasing laws (cities, counties, public and private schools, colleges and universities, non-profits, and all governmental entities).
- CFD does not plan to use Morning Pride gear. The Newton's Fire & Safety contract will be utilized by other CCPA public entities.

Charlotte Business INclusion

No subcontracting goals were established because there are no subcontracting opportunities (Part C: Section 2.1(a) of the Charlotte Business INclusion Policy).

Fiscal Note

Funding: CFD Operating Budget and the 2015 Assistance to Firefighters Grant

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT NO. 2017000731
CONTRACT TO PROVIDE
FIREFIGHTING TURNOUT GEAR**

This Contract (the "Contract") is entered into as of this 12th day of December, 2016 (the "Effective Date"), by and between Newton's Fire & Safety Equipment, Inc., a North Carolina corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a political subdivision of the State of North Carolina (the "City").

STATEMENT OF BACKGROUND AND INTENT

- A. The City of Charlotte, NC on behalf of itself and any city, county, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both private and public), other government agencies or nonprofit organizations that elect to access the Contract (herein "Participating Public Agency") through the Charlotte Cooperative Purchasing Alliance (CCPA) issued an Invitation to Bid (ITB Number #269-2016-086) dated May 19, 2016 requesting bids from qualified firms to provide the City with Firefighting Turnout Gear 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 #269-2016-086 on October 27, 2016. This bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."
- C. The City awarded this contract on December 12, 2016 to Company to provide Firefighting Turnout Gear 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
- Exhibit B: Specifications
- Exhibit C: Bid Response Forms

Each reference to the Contract shall be deemed to include all Exhibits. 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. Each reference to Newton's Fire & Safety Equipment, Inc. 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):

- (A) **EFFECTIVE DATE.** The term "Effective Date" refers to the effective date identified in the first paragraph of this Contract.
- (B) **PRODUCTS.** The term "Products" shall mean **Firefighting Turnout Gear** and all other related items the Company agreed to provide to the City in its Bid.

- (C) **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 **one (1)** year from the Effective Date with an option to renew for **four (4)** additional **one-year** terms. This Contract may be extended only by a written amendment to the contract signed by both parties.
4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**
- (A) 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.
- (B) **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 the 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 C. 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.**
- (A) The price(s) stated in this Contract shall not increase for the entire three-year term of the 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:
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.
 2. To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division 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
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

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 the 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 the Contract.
 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.
- (B) 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.
- (C) If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will 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. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. 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 copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: Fire

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. Invoices must include state and local sales tax.

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:
 - (A) It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of North Carolina, and is qualified to do business in North Carolina;
 - (B) It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - (C) The execution, delivery, and performance of this Contract have been duly authorized by Company;
 - (D) 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;
 - (E) 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
 - (F) 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:
 - (A) The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
 - (B) 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;
 - (C) 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
 - (D) 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 Exhibit B of this Contract.
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:**
 - (A) **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.
 - (B) **Marking.** All cartons shall be clearly identified with the City purchase order number and the name of the department or key business making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc.).
 - (C) **Shipping.** The 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. **LIQUIDATED DAMAGES.** The Company acknowledges and agrees that the City may incur costs if the Company fails to meet the certain requirements set forth in the Specifications (including without limitation the delivery times, accurate invoices and reporting requirements). The Company further acknowledges and agrees that: (a) the City may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Company agrees to pay liquidated damages at the rates set forth in the Specifications.
28. **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.
29. **TERMINATION.**
 - (A) **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.

- (B) **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:
- (A) 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
 - (B) The other party attempts to assign, terminate or cancel this 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 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.

- (C) **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):
- (A) 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
 - (B) 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.
- (D) **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.
- (E) **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.
- (F) **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.
- (G) **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
30. **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:
- (A) Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services;
- (B) Notifying all affected vendors and subcontractors of the Company of transition activities;
- (C) Performing the transition service plan activities;
- (D) Answering questions regarding the products and services on an as-needed basis; and
- (E) Providing such other reasonable services needed to effectuate an orderly transition to a new system.
31. **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.
32. **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 CLT/CCPA's best interest.
33. **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.
34. **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 and each of the City'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.

35. **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.

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 Form, 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 (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. All insurance certificates must include the City of Charlotte's 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.

36. **COMMERCIAL NON-DISCRIMINATION.** As a condition of entering into this agreement, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in this Section, 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, marital status, familial status, sexual orientation, gender identity, gender expression, 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.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five (5) years, including the total dollar amount paid by 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 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 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.

37. **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.

38. **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.
39. **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.

40. **RESERVED.**
41. **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:

For The Company:	For The City:
Seth Newton	Genetta Carothers
Newton's Fire & Safety Equipment, Inc.	Procurement Management Division
2724 Darrell Newton Drive	600 East Fourth Street
Graham, NC 27253	Charlotte, NC 28202
Phone: 336-578-3931	Phone: 704-336-5195
Fax: 336-578-1982	Fax: 704-632-8257
E-mail: seth@newtonsfire.com	E-mail: gcarothers@charlottenc.gov

With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

42. **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.
43. **MISCELLANEOUS.**
- (A) **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 forgoing, 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.
 - (B) **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 Key Business Executive, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
 - (C) **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.
 - (D) **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 23.10 constitutes an assignment.
 - (E) **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.

- (F) **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 forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- (G) **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.
- (H) **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.
- (I) **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- (J) **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.
- (K) **TAXES.** The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- (L) **SURVIVAL OF PROVISIONS:** Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to all definitions and a list of surviving Sections which will be included in the final Contract.
- (M) **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.

- (N) E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- (O) IRAN DIVESTMENT ACT. 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; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.

44. CONFIDENTIALITY.

- (A) 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:
 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.
 2. Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
 3. Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
 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.
 5. Citizen or employee social security numbers collected by the City.
 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.
 7. Local tax records of the City that contains information about a taxpayer’s income or receipts.
 8. Any attorney / client privileged information disclosed by either party.
 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.
 10. The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
 11. Building plans of city-owned buildings or structures, as well as any detailed security plans.
 12. Billing information of customers compiled and maintained in connection with the City providing utility services.
 13. Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 3 through 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.

(B) RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

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.
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.
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.
4. Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
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.
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.
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.
8. Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
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.

(C) EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

1. Was already known to Company prior to being disclosed by the City;
 2. Was or becomes publicly known through no wrongful act of Company;
 3. Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 4. Was used or disclosed by Company with the prior written authorization of the City;
 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; and
 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.
45. **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.

[Signature Page Follows]

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

**NEWTON'S FIRE & SAFETY EQUIPMENT,
INC.:**

BY: Seth Newton
PRINT NAME: Seth Newton
TITLE: Vice President
DATE: 12/7/16

**CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:**

BY: Ann G. Wall
PRINT NAME: Ann G Wall
TITLE: Asst. City Manager
DATE: 12/14/16

**CITY OF CHARLOTTE
OFFICE OF RISK MANAGEMENT:**

BY: Christee Gibson
PRINT NAME: Christee Gibson
TITLE: Insurance Manager
DATE: 12/13/16

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

BY: N/A – purchase orders will be issued as needed _____
DEPUTY FINANCE OFFICER **DATE**

**EXHIBIT A
PRICING SHEET
FORM 5 OF 269-2016-086**

ITEM	DESCRIPTION	BRAND NAME	STYLE NUMBER	COLOR	UOM	YEAR 1 - UNIT PRICE	YEAR 2 - UNIT PRICE	YEAR 3 - UNIT PRICE	YEAR 4 - UNIT PRICE	YEAR 5 - UNIT PRICE
1	Turnout Gear Coat	Morning Pride	LTO-41i3TB	Black	Ea	\$1,390	\$1,460	\$1,525	\$1,600	\$1,680
2	Turnout Gear Pant	Morning Pride	LTO-41i3PB	Black	Ea	\$1,010	\$1,060	\$1,110	\$1,165	\$1,225
<p align="center">Non-Core Products receive 61% off the Morning Pride by Honeywell, TAILS 2016 Clothing Price List; subsequent years will be based on the effective Price List at the time of purchase</p>										

Bidders must 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 your catalog for the life of the contract.

(A) Insert the verifiable catalog name/edition: 2016 Clothing Price List (Morning Pride by Honeywell, TAILS)

(B) Insert the fixed percentage discount for Non-Core Items: 61% (based on effective Price List at time of purchase)

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

Pricing Incentives and Rebates: Per Section 3.9, identify any incentive and rebates offered based on volume, dollar amounts or other criteria:

Administrative Fees: Per Section 3.10, Bidders shall pay the CLT administrative fees of 1% based on of overall CCPA Program spend by the CLT/Participating Public Agencies during the term of the contract. The Administrative Fee shall be paid no later than 30 days after the end of each calendar quarter during the term of the contract, and include a report as mutually agreed to by the parties outlining the CCPA spend. **It is the responsibility of the Bidder to set the Administrative Fee.**

Payment Terms: Net/30 Days

Delivery After Receipt of Order: 45-60 Days Standard; 30 Days for New Hires; 14 Day Emergency Delivery

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: October 25, 2016

By: *Seth Newton*

Legal Name of Bidder: Newton's Fire & Safety Equipment, Inc.

Seth Newton, Vice President
Name and Title of Person Signing (please print)

**EXHIBIT B
SPECIFICATIONS
SECTION 3 OF 269-2016-086 AND ALL ADDENDA**

3.1 Introduction:

Pursuant to N.C. G.S. 160-a-461 and 143-129(e)(3), the City of Charlotte Management & Financial Services, Finance Office – Procurement Management has established the 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 “CLT”). 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. Company should consider the potential volumes when responding to this ITB. Participation by other entities is strictly voluntary and no volumes are guaranteed. Participating Public Agencies will be required to register with the CCPA at: www.charlottealliance.org.

- (A) Bids must include in detail how the Company plans to service all Participating Public Agencies as it relates to the CCPA. Currently the CCPA has approximately 300 registered Participating Public Agencies in California, Georgia, Michigan, North Carolina, South Carolina, Tennessee, Virginia, and West Virginia. Please address the following in your bid response as Attachment 2:
 - (1) Ability to provide Products/Services to any Participating Public Agency in the contiguous 48 states; and the ability to deliver Products/Services in Alaska and Hawaii; and
 - (2) Address if the Company has a national sales force, dealer network or distributor with the ability to serve Participating Public Agencies in all 50 U.S. states.
- (B) Bids must include in detail how the Company will monitor and report all spend by CLT/Participating Public Agencies to the CLT for auditing purposes as Attachment 2.
- (C) The City of Charlotte will post all awarded contracts on the CCPA website, along with the respective vendor information. Please address the following in your bid response:
 - (1) Indicate if the Company will allow the City to utilize their organization’s logo on the CCPA website;
 - (2) Address if the Company will advertise the CCPA logo and website on their organization’s website; and
 - (3) Bids must include in detail how the Company plans to market this Contract as Attachment 2.

3.2 Scope:

The scope of the 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 the ITB.

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

3.3 Quantities:

The CLT and 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 the 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.

3.4 Product Specifications and Or Equal Standard:

Following this page is a list of Products which are described in part by reference to specific brands and style numbers. The brands names and style numbers are listed only for purposes of description and establishing a quality standard. The City will consider alternate products of equal or better quality ("Alternates"), only if the Company submits samples of such products for testing and evaluation in compliance with Sections 1.22 and 1.23 of the ITB. Any Alternates that are approved by the City will be listed in an Addendum subsequent to issuance of the ITB.

For each of the Products specified, the City lists factors that will be important considerations in determining whether a proposed Alternate is equal to or better than the named brand in meeting the City's requirements. While the City regards these factors as important, the City reserves the right to waive variances from these requirements to the extent the City determines in its sole discretion that such variances will not materially impact whether the Product meets the City's needs. The important considerations listed for each item are not an exclusive list of factors that will be taken into account in determining whether a proposed Alternate meets the City's requirements. The City will consider any factors the City deems relevant to the performance, durability, appearance, comfort, fit, convenience or maintenance requirements for any proposed Alternate.

Specification Sheets are available on the pages following Section 3.25 in this Exhibit.

3.5 Product Life:

The useful life span of all firefighting turnout gear provided shall be a minimum of four (4) years. During their life span and under normal wear conditions, the firefighting turnout gear shall maintain the following but not limited to color, dimensional integrity, surface appearance, original seam construction and other attributes as originally delivered.

3.6 Product Standards:

It is essential that all firefighting turnout gear be in compliance with the latest industry standards and other laws and requirements concerning firefighter protective clothing. All materials must meet the minimum requirements of the National Fire Protection Association (NFPA) as follows:

EXHIBIT B

Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting	NFPA 1971 (2013 edition)
Selection, Care, and Maintenance	NFPA 1851
Fire Department Occupational Safety and Health Program	NFPA 1500
Standard Practice for Stitches and Seams	ASTM D6193-97

3.7 **Alternate Products:**

Please refer to Section 1.21 and 1.22 of the ITB 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.

3.8 **Warranty:**

All Products supplied under this 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 the Product Life; merchantable and in full conformity with the Specifications set forth in the ITB, industry standards, dimension charts and Bidder's descriptions, representations and samples. The Company shall administer the warranty on the CLT and Participating Public Agency's behalf, and shall ensure that the manufacturer repairs or replaces at no charge to the CLT and Participating Public Agency all Products that violate either the above warranty or the applicable manufacturer's warranty.

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

3.8.2 The Product warrant will become effective on the date of delivery of the Product by the CLT and Participating Public Agency, but shall not exceed 24 months after receipt by the CLT and Participating Public Agency.

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

3.9 **Pricing:**

The CLT is requesting a fixed unit price per item for ALL (a) the Core Items list included as Exhibit A of this Contract; (b) a fixed percentage discount for all Non-Core Items from the List Price (less discount) included in the Company's most current full line verifiable catalog. Pricing under this contract shall include all shipping and handling, delivery, any discounts, vendor mark up/profit, item cost and storage. No other charges are allowed.

The CLT reserves the right to award as one or multiple Contracts by line item, combination of items, categories, or grand total.

No catalog items can be excluded from the quoted list less discounts based on gross profit floors, vendor costs, sourcing methods, or changing market conditions.

Discounts shall be firm for the life of this Contract. Fixed unit prices shall be firm for the initial term of the contract. At least sixty (60) days prior to the end of such twelve (12) month period, the Company shall submit in writing to Procurement Management any proposed price adjustments for review. Price increases will only be considered for those items with at published manufacturer's price increase. The Company shall

provide a comparison of previous year prices and proposed new prices, showing the percent (%) difference. Price increases will not be considered more than once annually at the time of each renewal option.

- (A) Pricing Incentives and Rebates: Identify any incentive and rebates offered based on volume, dollar amounts or other criteria in Exhibit A.

3.10 Administrative Fees:

Company shall submit one (1) percent of overall CCPA Program spend by the CLT/Participating Public Agencies during the term of the contract that the Company agrees to the CLT as an Administrative Fee. The Administrative Fee shall be paid no later than 30 days after the end of each calendar quarter during the term of the contract, and include a report as mutually agreed to by the parties outlining the CCPA spend.

3.11 Delivery:

All standard firefighting turnout gear orders provided under this contract must be delivered F.O.B. Destination within 45-60 business days from the placement of order if ordered by 3:00 p.m. All new hire orders must be delivered F.O.B. Destination within thirty (30) business days from order placement. All emergency orders must be delivered within fourteen (14) business days of order placement. Workdays are Monday through Friday, excluding City, State and Federal recognized holidays. Delivery and freight charges are to be included in discount price. Failure to comply with this requirement shall be cause to terminate this contract unless such failure is confined to infrequent and isolated instances, which do not involve major purchases.

- (A) Deliveries must be made to the CFD's Logistics Division located at 1501 N. Graham Street, Charlotte, NC 28206.
- (B) Each order delivered must have a packing slip enclosed. The packing slip must clearly show the purchase order and contract numbers, items ordered, unit of measure, contract pricing, items enclosed and identify any items on backorder.
- (C) All Participating Public Agencies will require deliveries to its specific locations. Company must agree to provide the same delivery terms and conditions to all Participating Public Agencies that utilize this contract through CCPA.

3.12 Delivery Personnel:

All delivery personnel of the Company may be subject to background checks at the discretion of the CLT and Participating Public Agency.

3.13 Invoices:

The Company must submit invoices to the City's Management & Financial Services department, Finance Division. Invoices must include the item number, description, unit cost, quantity and extended price, and contract and purchase order numbers of each item purchased. Every invoice must also include ATTN: Charlotte Fire Department per Section 9 of this Contract.

- (A) Invoices must include only Products and Services that have been delivered and completed.
- (B) As a condition of payment, the Company must invoice the City for Products and Services within 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 60 days after such Products or Services were delivered.

3.14 Award of Contract:

The CLT reserves the right to award this contract based on the lowest responsive responsible bidder taking into consideration vendor qualifications and experience, quality, delivery, workmanship and any applicable environmentally preferable attributes associated with the product or services.

The City also reserves the right to award contract(s) by item, combination of items or grand total, whichever is in the best interest of the CLT and CCPA. The City reserves the right to award a separate contract for CFD 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 in the best interest of the City.

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

3.15 City Contracting Requirements:

The City will enter into an Agreement written by the City with the Company that contains the terms and conditions set forth in the ITB and sample Contract included as Section 5. Company must state specifically in its bid response any exceptions to the terms and conditions included in the ITB, or the sample Contract and any proposed additional terms or conditions deemed important by the Company. 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 Agreement. 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 the ITB are not all inclusive. The City may propose additional terms and conditions based on the responses to the 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.

3.16 Items Under Contract:

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 will be subject to bid statute requirements. The City may also delete Product items included in this Contract if the items are no longer needed by the City.

3.17 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 will be responsible for providing immediate response and quick resolution of all the service issues and complaints of City personnel. The account executive must have an in-depth knowledge of all items provided in this bid and have immediate access to manufacturers providing the Product items. He or she must have the ability and authority to make decisions on behalf of their employer enabling them to provide both normal and emergency service as necessary.

- 3.18 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.
- 3.19 Applicable Laws:**
The Company 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 this 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.
- 3.20 Permitting Responsibilities:**
All permits and inspections are the sole responsibility of the Company.
- 3.21 No Limitations on Disclosure.**
Company agrees that the City shall be able to disclose and distribute to any persons or entities, without restriction, all Products, samples and other Products provided under in the course of this bid process or under this Contract. The Company specifically agrees that the City can and will provide samples of the Products provided under this Contract to the Company's competitors in any future procurement process.
- 3.22 City Department Participation:**
Other City Departments shall be permitted to purchase Product items 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.
- 3.23 Returns and Restocking Charges:**
The Company or applicable manufacturer must pick up any merchandise to be returned within twenty-four (24) hours after the CLT and Participating Public Agency notifies the Company of the return. The CLT and Participating Public Agency will not pay restocking fees for merchandise that has been returned unless it is subject to minimum inventory requirements under this CONTRACT or is a specialty item and the CLT and Participating Public Agency have been notified, at the time of placement of order, of the potential restocking charge. The Company will issue a credit memo to the CLT and Participating Public Agency within seven (7) calendar days of the return.
- 3.24 Placement of Orders:**
All orders will be placed by the CLT and Participating Public Agency designated personnel on an as needed basis for the quantity required at the time during the term of this Contract. Orders will be placed by means of a purchase order, or other approved authorization method.

3.25 Reporting:

A quarterly usage report must be supplied electronically in Excel format to Procurement Management no later than the 30th of January, April, July, and October. The reports shall include but not limited to CLT department name, Participating Public Agency name, list all items purchased, the manufacturer's name and part/product number, unit price, quantities and extended price for each item. The CLT/Participating Public Agency reserves the right to request additional information.

MORNING PRIDE #LTO-41i3TB / LTO-41i3PB - BLACK			
Requirements	Yes	No	Exception
SCOPE: This specification defines the minimum requirements for structural firefighter personal protective equipment (PPE) providing limited protection as defined by NFPA 1971, Standard on Protective Ensemble for Structural Fire Fighting, 2007 Edition. In the absence of comment on a particular point, industry standard practice shall be presumed to prevail. Every exception to specifications must be clearly spelled out at the time of bid.	X		
UNITS OF MEASURE: Current NFPA standards applicable to this product specification express values for measurement requirements in SI (metric-based) units, followed by US (inch-pound) approximate equivalents in parentheses. For the convenience of the fire department, this product specification reverses the order and presents the more familiar US approximation first, followed by the SI requirement in parentheses.	X		
CERTIFICATION: The manufacturer must certify that the garments proposed in its bid meet or exceed all requirements of NFPA 1971. The manufacturer must also list and label this product with Underwriters Laboratories Inc. (UL) or Safety Equipment Institute (SEI), as the third party certification organization prescribed in NFPA 1971. All certification testing and test preconditioning must have been performed by an ISO 17025-certified laboratory. UL, SEI or a UL Authorized Client Test Data Program laboratory will fulfill this requirement. The manufacturer shall be registered to ISO 9001, Quality Management Systems – Requirements, 2000.	X		
WARRANTY: The manufacturer must provide a lifetime warranty against defects in materials and workmanship with the bid package.	X		
PRODUCT COUNTRY OF ORIGIN: For liability reasons, garments must be manufactured in the United States of America or Canada by companies with their assets and incorporation within the United States of America or Canada.	X		
LABELING REQUIREMENTS: Labels shall be permanently and integrally printed onto breathable materials that meet all the requirements for labels of NFPA 1971. Garment labels shall meet all requirements of NFPA 1971 Flame Resistance Test One (for vertical flame resistance of cloth). The garment shall be clearly labeled to fully identify the material content of all three layers: outer shell, moisture barrier and thermal liner. In addition, each separable layer of garment shall be labeled with the FEMSA-style DANGER label in an obvious location.	X		
CARE INSTRUCTIONS: The manufacturer shall provide a user information guide for the garments, which complies with user information requirements of NFPA 1971. Topics shall include, but not necessarily be limited to: pre-use information, preparation for use, inspection frequency and details, don/doff, use consistent with NFPA 1500, maintenance and cleaning, and retirement and disposal criteria and considerations. This document shall be packaged with each garment along with a specification summary sheet describing garment custom options, sizing and production details. This written information shall be in complete compliance with NFPA 1971 requirements, and shall reference same.	X		
TRACEABILITY PROGRAM: The manufacturer shall have in place a computer maintained traceability program that provides for the assignment of a production control number to each garment. The traceability program must be capable of tracing the garment through production, from the bolts of cloth used in all three layers of the garment composite construction, to the assignment of the garment to the individual firefighter. This production control number shall be visibly located on the garment label and on other protected areas of garment.	X		
PATENT CONSIDERATIONS: The Bidder, without exception, shall indemnify and save harmless the Participating Public Agency and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the Purchaser. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.	X		

<p>SIZING: To ensure a perfect fit, sizing shall be based on actual measurements taken of the firefighter by a trained measurement specialist. Sizing measurements shall be taken according to a schedule and location(s) mutually agreed upon between the manufacturer and the Participating Public Agency.</p> <p>Garments shall be available in custom sizing as follows: coat chest in 2-inch (5.1 cm) increments, coat sleeve in 0.5-inch (1.3 cm) increments, coat back length in 1-inch (2.5 cm) increments, pant waist in 2-inch (5.1 cm) increments and pant inseam in 1-inch (2.5 cm) increments. A full range of women's sizing, on women's patterns, must also be available. Each sleeve and inseam length shall provide 100% gradation from shoulder to wrist and from hip to ankle, to provide proper fit for individual arm and leg lengths. Pattern tailoring to custom-fit neck, bicep, hip/seat and thigh circumferences must also be provided, when needed, at no additional charge. Neither Small-Medium-Large-Extra Large sizing nor women's garments cut to men's patterning are considered acceptable, since proper fit facilitates mobility and minimizes stress.</p>	X		
<p>FLAMMABILITY OF CONSITUENT MATERIALS: Labels, bindings, hang-up loops and production labels shall be tested for flame resistance and shall comply with the requirements of NFPA 1971 Flame Resistance Test One (for vertical flammability of cloth).</p>	X		
<p>SELF-BINDING: Liner and moisture barrier shall be stitched together and turned, then topstitched, to create a self-binding. The extra bulk of separate binding material is specifically prohibited.</p>	X		
<p>THREAD: All thread used in structural seams shall be Nomex® of minimum Tex size T-70. Light colored garments and trim areas shall feature yellow thread. Black and dark garments shall feature black thread. Tan or bronze colored garments shall feature tan thread.</p>	X		
STITCH METHODS			
<p>MAJOR A & B SEAMS: Except for the collar Major A seam, which is single-needle lock stitched three times, all Major A & B seams (as defined by NFPA 1971) shall be double stitched, double feld throughout all three layers (<u>outer shell, moisture barrier and thermal liner</u>), and shall be made with Nomex® thread, Tex size T-90. Detailed stitch and seam type requirements are shown below: Stitch Type 401; Double lockstitch, as defined by ASTM D 6193-97; Modified Seam Type LSc-2; Double feld seam, modified only to ensure that both stitch lines penetrate all layers of cloth at joining, otherwise as defined by ASTM 6193-97; all moisture barrier seams shall be tape-sealed to meet all requirements of the NFPA 1971; and Liquid Penetration Resistance Test</p>	X		
<p>MINOR SEAMS: Most Minor seams, such as storm shields and mated hems, shall also be stitched with the specified Nomex thread. Detailed stitch and seam type requirements are shown below: Stitch Type 301; Lockstitch as defined by ASTM D 6193-97; Seam Type SSae-2 as defined by ASTM D 6193-97, shown (a) before and (b) after requiring turning.</p>	X		
<p>POCKETS: Flat garment pockets shall be stitched with the specified Nomex® thread. Detailed stitch and seam type requirements are shown below: Stitch Type 301; Lockstitch as defined by ASTM D 6193-97; Seam Type LSd-2 as defined by ASTM D 6193-97; 3-Dimensional pocketing shall feature these same construction details, but the reinforced single stitch Seam Type LSd-1 may be substituted for LSd-2; detailed seam type requirements include Stitch Type 301, Lockstitch and Seam Type LSd-1 as defined by ASTM D 6193-97.</p>	X		
<p>TRIM AND DANGER LABELS: Trim and DANGER labels shall be stitched with the specified Nomex® thread. Detailed stitch and seam type requirements are shown below: Stitch Type 301; Lockstitch and Seam Type SSbd-1 as defined by ASTM D 6193-97.</p>	X		
<p>SINGLE LAYER HEMMING AND FINISHING: Single layer hemming and finishing shall be stitched with the specified Nomex® thread. Detailed stitch and seam type requirements are shown below: Stitch Type 301; Lockstitch and Seam Type EFb-1 as defined by ASTM D 6193-97.</p>	X		
<p>POCKETS: If exterior pockets are specified in either the COAT CUSTOM OPTIONS TO BE PROVIDED section or in the PANT CUSTOM OPTIONS TO BE PROVIDED section, the following requirements shall apply to all such custom option specified exterior pockets: All pockets and flaps shall be reinforced at the top corners with bar tack stitching. All pockets shall be reinforced with an extra layer of NFPA-certified outer shell, moisture barrier, or other NFPA-certified reinforcement material for extra durability. The exact location of the reinforcements shall be identified in the custom options section(s). All pockets shall have a means to drain water and shall have a means of closure. All pocket closures shall be made either with hook and loop fastener tape a minimum of 1.5 inches (3.8 cm) wide, with a flap, or with snaps. The specific placement of the closure system shall be declared at the time of order.</p>	X		

<p>TAILORED GRADING OF GARMENT LININGS: Wherever garment linings are specified, including but not limited to thermal linings and moisture barriers, each such lining layer shall be tailor-graded to fit within the overall garment composite of all layers without causing bunching or binding when the garment is worn.</p>	X		
<p>POINTS OF STRESS: All points of stress shall be reinforced with sturdy bartacks. Rivets are not acceptable because of their potential for rust and electrical or heat conduction.</p>	X		
<p>HIGH TEMPERATURE, NFPA 1971-CERTIFIED MATERIAL REINFORCEMENTS: Reinforcements shall be provided at cuffs and pockets and shall meet the requirements of NFPA 1971. For cuff reinforcements only: Manufacturer shall provide cuff reinforcements made of outer shell material at no additional cost. If the purchaser specifies reinforcements made of materials other than outer shell material, the manufacturer shall identify the additional cost for the specified material. For pocket reinforcements only: Any NFPA 1971-certified material may be used in the reinforcement of the pocket. If the purchaser requests specific NFPA 1971-certified materials for pocket reinforcements, the manufacturer shall identify the additional cost for the specified material.</p>	X		
<p>ASSET TRACKING SERVICES: Upon request, the manufacturer shall be capable of providing a Windows-compatible software program for the tracking of care, cleaning and maintenance of the department's PPE. This tracking program shall meet or exceed all record-keeping requirements of standard NFPA 1851, <i>Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles</i>, 2001 Edition. Labels on each separable part of the garment shall include a standard style interleaved 2 of 5 barcode containing (at a minimum) an individualized serial number for asset tracking purposes. The manufacturer must be capable of providing onsite or internet training to department personnel who are involved with the daily use of this tracking program, and if there is an additional cost involved for this service, the Bidder must disclose those costs at the time of bid.</p>	X		
<p>REPAIRS AND ALTERATION SUPPORT: The manufacturer shall furnish, free of charge, reasonable quantities of NFPA 1971-certified thread, materials and other supplies to allow the department to manage its own ongoing internal maintenance efforts. Also, the manufacturer shall provide on call at no charge, during normal business hours, a liaison for the repair department to assist the Fire Department on a telephone consultation basis, on all maintenance or repair questions that might arise. Additionally, the manufacturer shall agree to expedite, on its own cost-only basis, all repairs that must be performed at the manufacturer's plant, rather than in department, over the life of the contract.</p>	X		
<p>HIGH TEMPERATURES THERMAL INSULATING MATERIALS REQUIREMENT: Because thermally stable materials are essential to maximizing protective performance in firefighters' PPE, and because NFPA only states "minimum" performance requirements, all thermal liner or thermal enhancing materials used in the garments shall also meet the following criteria after the 500 degree F oven test: 1) material shall remain intact and flexible; and 2) no portion of the material shall crack, crumble, or flake.</p>	X		
<p>BREATHABILITY REQUIREMENT: Excluding where required by NFPA standard, necessary for functionality, or specifically called out in the custom option sections, all materials used in the construction of the garments shall be breathable and all moisture barrier material must be as specified in the following materials section, or must be Crosstech. The breathability requirement includes but is not limited to: collar, chinstrap, storm shield, fly, waterwells, front coat facings, labels, and reinforcement cushioning where applicable. Areas where non-breathability is allowed (absent Custom Option specifications): trim, hook and loop fastening, hardware or hardware backing, and external pocketing.</p>	X		
<p>CONDUCTIVE AND COMPRESSIVE HEAT RESISTANCE (CCHR): Using breathable materials as outlined in the section titled Breathable Materials, there shall be a minimum area of 4" x 4" (10.2 cm x 10.2 cm) at the shoulders and elbows that provide a minimum of 25 CCHR at 2 psi, and a minimum 6" x 6" (15.2 cm x 15.2 cm) area at the knees that provides 25 CCHR at 8 psi. All three compression areas shall be constructed of high temperature fiber based materials and sewn to the thermal liner on the inside of the liner toward the moisture barrier.</p>	X		

<p>SEAM PROTECTION AT CUFFS: At the coat and pant cuff Major A seams, the reflective trim shall stop just before the folding of the full fold seam and for additional abrasion protection be covered by a sewn on, 0.75" (1.91 cm) wide black Nomex webbing material laid on top of the Major A seam and covering each end of the trim.</p>	X		
<p>APPLICABLE DOCUMENTS: The following standards in their active versions on the date of invitation for bid shall form a part of this specification to the extent specified herein. Standard Titles include: ASTM D 6193-97 - Standard Practice for Stitches and Seams; NFPA 1500 on Fire Dept. Occupational Safety & Health Program; NFPA 1851 - on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles; and NFPA 1971 - Standard on Protective Ensemble for Structural Fire Fighting.</p>	X		
<p>COAT: To avoid liability and interface problems, coats and pants shall be procured from the same manufacturer.</p>	X		
<p>DESIGN CONCEPT (STYLING): The coat shall be approximately 6 inches (15.2 cm) longer at the rear hem than at the front and provide continuous and unbroken moisture barrier and thermal liner protection from the collar seam to the hem at the bottom of the coat tail. Each coat length shall be determined by each individual's torso length and the coat-to-pant interface as defined by NFPA 1500. Coat design must interface properly with standard waist high bunker pants.</p>	X		
<p>PATTERNING CONCEPT: Garments shall feature a tailored three-piece body, one-piece back construction throughout the outer shell, moisture barrier and thermal liner layers. One-piece garments (either all layers or some layers) will not be considered acceptable since they cannot be tailored to hard-to-fit personnel. Similarly, garments with seams in mid-back are not considered acceptable because of backbone irritation that can occur with SCBA use. To facilitate individual tailoring needs, the major A & B seams joining the one-piece back to the right and the left front body panels (outer shell and all interior layers) shall be located at the most lateral position when the coat is laid flat for inspection.</p>	X		
<p>PATTERNING REQUIREMENTS: To assure maximum freedom of movement and reduce kinetic resistance with minimum garment weight and bulk, coat patterning shall include the following features: degree of slope on shoulders shall be no more than 20%; hydraulic Butterfly sleeve patterning with 85-degree Lift Up Release Action shall be provided to minimize coat hem rise; sleeve attachment shall minimize shoulder lift and allow a full 360 degrees freedom of movement; coat hem rise with overhead reach of both arms not to exceed 4-inch (10.2-cm) maximal extension on properly fitted garments; Shell-and-liner retraction at the cuff shall not exceed 1 inch (2.5 cm) when both arms are raised overhead. This helps eliminate wrist exposure; 10-inch (25.4-cm) chest over-sizing shall be provided; coat sweep measurements must be consistent with the chest over-size at the hem; reach when measured from cuff to cuff, with coat lying flat, and standard length sleeves extended to each side, shall be provided as detailed below: Chest Size Standard Reach - 40 in (101.6 cm) 66 in (167.6 cm), 42 in (106.7 cm) 67 in (170.2 cm), 44 in (111.8 cm) 68 in (172.7 cm), and 46 in (116.8 cm) 68 in (172.7 cm).</p>	X		

<p>DRAG RESCUE DEVICE (DRD): Manufacturer shall supply an NFPA required and certified Drag Rescue Device with each coat. The device shall be designed to fit each individual chest size. Each strap will be properly labeled with DANGER labels that include what chest size the Rescue Strap is designed to fit along with instructions for care and installation/removal of the Rescue Strap. Rescue Strap shall be designed in a fashion that it functionally provides a dynamic and articulated action and to eliminate excess strapping material hanging down the back when installed between the garment’s liner and outer shell. The device shall be constructed using two components: a 1.75” (4.45 cm) Kevlar webbing grab handle; and a free-floating loop of Kevlar rope to go around each of the wearer’s arms/shoulder. The grab handle shall be positioned at the rear of the upper torso and through the grab handle. The grab loop shall extend upward and pass through a reinforced slot in the coat outer shell just below the center rear of the collar seam where it will exit the outer shell where it will be covered by an outer shell tunnel. The protruding grab loop shall then fold back down over the top of the tunnel and be stowed by Velcro with the pile sewn for the width of the tunnel and the hook sewn on the grab loop. There shall then be an outer shell flap sewn below the collar that will fold down over the stored grab loop and held in place with Velcro to reduce the chances of snagging the grab loop by accident.</p> <p style="text-align: right;">To</p> <p>facilitate comfort and safety the Grab Handle shall be constructed of soft and pliable Kevlar webbing meeting the following specifications: Description 100% Kevlar Double Plain Weave - Black with Natural Kevlar Center; Warp Yarn 1500/1000/2.75z Kevlar T-970F Black; 1500/1000/2.75z Kevlar T-961 Natural; Weft Yarn 1500/1000/2.75z Kevlar T-970F Black; Catch cord Tex size T-50 3-Ply/9.5z Bonded Kevlar Sewing Thread Black; Width 1.75” (4.45 dm); Thickness 0.064” ± 0.010” (.163 cm ± .0254 cm); and Tensile 5,000 lb minimum (22.24 kN).</p> <p>To facilitate comfort and safety the free-floating loop shall be constructed of soft and pliable Kevlar rope meeting the following specifications: Description 100% Kevlar Tubular Plain Weave – Natural; Warp Yarn 1500/1000/2.75z Kevlar T-961 Natural; Weft Yarn 1500/1000/2.75z Kevlar T-961 Natural; Catch cord Tex size T-35 Crispin Kevlar thread; Width .038” (.097 cm); Thickness 0.144” ± 0.005” (.366 cm ± .013 cm); Tensile 3500 lb minimum (15.57 kN); and Rescue Strap shall be sewn with Kevlar thread with a minimum Tex size T-210.</p>	X		
<p>LINER ATTACHMENT: The completed liner-moisture barrier assembly shall attach by means of four (4) evenly spaced glove snaps to each outer shell front facing to reduce weight, bulk and stiffness. To provide continuous moisture and pathogen protection at the front, the liner shall be positioned so it is sandwiched between the coat front facing and a breathable pathogen shield. The use of zippers or hook and loop fasteners in this area is not allowed due to their added weight, bulk and stiffness.</p> <p style="text-align: right;">Liner sleeves</p> <p>shall be attached at the outer shell cuff by means of snaps on two (2) sets of outer shell fabric tabbing strips per cuff. These snaps shall be isolated by the tabbing material so that they will not abrade against the outer shell.</p> <p>To provide continuous moisture protection and pathogen protection at the neck, the liner shall be positioned so that it is sandwiched between an outer-facing pathogen shield and an inside facing of the specified outer shell material, both folded over and sewn in at the neck seam.</p> <p>The liner system design shall not allow products of combustion or other contaminants to move into the liner interior between the moisture barrier and thermal liner. For instance, separately hemmed and bartacked liner and moisture barrier with open edge designs shall not be acceptable.</p> <p>Attachment shall be by means of four (4) glove straps that penetrate only the layer of the attachment facing towards the liner, so that metal contact at a wearer’s neckline is completely eliminated.</p>	X		
<p>COAT CERTIFICATION LABEL ON LINER: The coat certification label on the liner shall be integrally printed on FR Cotton Indura® and lockstitched to the inside right body panel in a fashion to provide an inside liner pocket.</p>	X		
<p>COAT CERTIFICATION LABEL ON SHELL: The coat certification label on the shell shall be integrally printed on FR Cotton Indura® and lockstitched to the shell along one side of the label at the back of coat.</p>	X		

<p>COLLAR: The collar shall be of layered construction, consisting of a layer of waterproof moisture barrier and a layer of NFPA 1971-certified insulating material, sandwiched between two (2) layers of specified outer shell material. NFPA compliant collars shall be at least 3 inches (7.6 cm) high while CGSB compliant collars shall be at least 4 inches (10.2 cm) high. The design shall incorporate in its patterning a natural contour that will allow proper fit and performance in the standing (upright) or stowed position.</p> <p>There shall be no vertical or horizontal seams or stitching in the body of the collar. Left outside of collar shall have a sewn piece of 2-inch x 2-inch (5.0-cm x 5.0-cm) hook and loop fastener hook tape for chinstrap-to-collar closure. Each collar shall be graded to individual coat sizes.</p>	X		
<p>CHIN STRAP: The chinstrap shall be of layered construction identical to that of the collar configuration described in the previous paragraphs. Chinstrap shall be of a crescent shaped design with minimum dimensions of, + or – 0.50 inch (1.2 cm): 9 inches (22.5 cm) long across the top corners, 10.5 inches (26 cm) long across the bottom corners, and 3.5 inches (8.75 cm) in vertical height, measured at the center. The leading underside edge of the chinstrap shall have a 1.5-inch-wide (3.8 cm-wide) horizontal strip of hook and loop fastener pile to ensure closure and to ensure passage of the Whole Garment Liquid Penetration Test.</p>	X		
<p>HANG-UP LOOP: An 80-pound (36.3 kg) tear strength hang-up loop shall be provided at the interior collar seam. The loop shall be constructed of triple layers of the specified outer shell material, lockstitched to the coat. Webbing is not acceptable.</p>	X		
<p>SLEEVES: To prevent stovepiping, sleeves shall be individually graded by coat size and sleeve length. For maximum freedom, sleeve design shall feature extra full cut one-piece outer shell set-in sleeves with built-in bellows. To reduce the chances of possible top seam failure in that high thermal exposure area, the sleeve Major A seam shall follow the underside of the arm and shall not cross over the outside of the elbow joint. Sleeve seam and sleeve attachment to coat body in all layers shall be 100% double fold and double stitched for maximum strength (that is, Major A seam requirement, as previously defined in this specification).</p>	X		
<p>INNER WRISTLET & WATERWELL: Every coat shall feature 4.5-inch (11.4-cm) long, double-layer 100% Nomex knit inner wristlets protected by a flame-resistant and moisture-resistant waterwell. The inner wristlet shall be sewn to the thermal liner sleeve end (not to the outer shell). A specified moisture barrier waterwell with an elastic gather shall be sewn to the moisture barrier sleeve end with all seams sealed to allow maximum channeling of water away from inside the moisture barrier/ thermal liner sleeve end. This waterwell must pass the NFPA 1971 Whole Garment Liquid Penetration Test. The thermal liner/wristlet shall be bar tacked and seam sealed at the junction of the moisture barrier sleeve to waterwell seam to prevent liner pullout. This inner waterwell assembly shall be interface capable with the appropriate glove to provide wrist protection during the NFPA 1971 Whole Garment Liquid Penetration Test.</p>	X		
<p>EXTERNAL WRISTLET: Every coat shall feature a 2.5-inch (6.4 cm) long 100% Nomex knit outer wristlet, which shall be mounted to the end of each outer shell sleeve to prevent liquid and debris movement up the sleeve between the outer shell and the moisture barrier/ thermal liner assembly.</p>	X		
<p>FRONT CLOSURE PROTECTIVE OVERLAP: Two-inch-wide (5.1 cm-wide) panels of breathable moisture/ pathogen barrier and specified thermal liner materials shall be provided at coat front closure facings to preclude any type of break in the protective envelope. The entire circumference of a closed coat shall consist of specified shell, moisture barrier and thermal liner materials.</p> <p>The inside trailing edge of each 2-inch-wide (5.1-cm-wide) inner panel shall have the breathable moisture/ pathogen material wrapped around the edge by 0.5 inch (1.3 cm) to create an antiwick guard to prevent soakthrough during the required NFPA 1971 Whole Garment Liquid Penetration Test. An additional layer of 6-inch-wide (15.2-cm-wide) breathable moisture/pathogen barrier material shall be sewn between the 2-inch-wide (5.1 cm-wide) panels and outer shell coat body for the entire length of coat front in a fashion to prevent liquid entry during the NFPA 1971 Whole Garment Liquid Penetration Test.</p>	X		
<p>COMPOSITE MATERIALS: The specified has been determined the ONLY acceptable combination of materials. Any substitution of materials shall be grounds for immediate disqualification of bid without further consideration.</p>	X		
<p>OUTER SHELL: 7.5 oz.; PBI/Kevlar Matrix ripstop weave; 400 Denier Kevlar Cables; 40% PBI/60% Kevlar; EWR – Black.</p>	X		
<p>THERMAL LINING: 7.4 oz. calendared 100% spun 3.6 oz. Meta Aramid facecloth; 1 layer of 2.3 oz. E-89, and one layer 1.5 oz. E-89.</p>	X		
<p>MOISTURE BARRIER: 5.0 oz; Crosstech Bi-Component (PTFE) on a 3.2 oz. Nomex III A facecloth.</p>	X		

<p>COAT CUSTOM OPTIONS TO BE PROVIDED: Instructions in this custom options section that contradict earlier specifications or statements supersede those earlier specifications or statements as long as the required certifications are not compromised. LTO Chinstrap; Inspection Port Liner; Liner Detachable; Liner Label Pocket; Take Up Straps 2 Postman; Articulating Rapid Rescue Strap with New Coat. LETTERING:New York-2 trim - Lime 2-Tone Scotchlite; New York Trim -Double-Stitched; 2 -3" Vertical Back Bands -Lime 2-Tone Scotchlite To create a box; Back Patch -Gemini Matrix- Black; <LEAD PUBLIC AGENCY NAME> 9 -3" sewn letters -lime Scotchlite; Hem Patch w/Snaps -Gemini Matrix –Black; FF 1st Initial + Last Name -avg 8 letters; 8 -2" sewn letters -lime Scotchlite; Sewn Periods; Chicago Closure (see option request below); Dead Air Panels Extended – Coat; Coat Cuffs -Arashield Black; Half Hi Bellows Pockets -Gemini Matrix- Black - 7" x 9" x 1.5" Lined with Kevlar Handwarmer Pockets behind Bellows Pockets; Mic Tab -Gemini Matrix- Black - right chest - 0.5" x 2.5"; Mic Tab -Gemini Matrix- Black - left chest - 0.5" x 2.5"; Radio Pocket -Gemini Matrix -Black - left chest - 8" x 3" x 2"; Snap on Radio Pocket Flap -w/Velcro - left chest; Notch Flap -Left - left chest; Notch Flap -Right - left chest; Sewn D-Ring -Gemini Matrix EWR Black - right chest Place Inside Top Undershield Pocket at Top; Sewn D-Ring -Gemini Matrix EWR Black - right side Place Inside Bottom Undershield Pocket at Top; SL-90 Flashlight Clip -Gemini Matrix-EWR -Black - right chest; Undershield Pockets -2 -Gemini Matrix –Black; 2 Liner attachment Snaps on Tail; and Kevlar-Tabbed Long Wristlets.</p>	X		
<p>COAT CUSTOM OPTIONS FOR FIRE DEPARTMENT CONSIDERATION: The Chicago Closure -2" Velcro/Hooks & Dees -Gemini Matrix Black in base Coat is the standard specification. Provide pricing as an option to provide a 1.5" Velcro/Zipper Coat Closure -Gemini Matrix - EWR Black in lieu of the Chicago Closure per coat: INCREASE _____ DECREASE _____ PER COAT</p>	X		
<p>PANTS: To avoid liability and interface problems, coats and pants shall be procured from the same manufacturer.</p>	X		
<p>DESIGN CONCEPT (STYLING): The pant shall be of a traditional waist-high-only design to facilitate full torso ventilation of front, rear and sides of trunk for maximum body cooling effect to help minimize firefighter heat stress. For this reason, other than waist-high pants shall not be considered acceptable or “equal,” since additional trunk wrapping traps heat and moisture, increasing heat stress buildup while also creating mechanical resistance when covering the natural torso flexion point of the waist.</p>	X		
<p>PATTERNING CONCEPT: Garments shall feature a tailored four-piece outer shell with a two-piece moisture barrier and lining. A pant with a four-piece moisture barrier and thermal liner shall be provided, at no additional charge, when and if an individual’s tailoring needs require it.</p>	X		
<p>PATTERNING REQUIREMENTS: To assure maximum freedom of movement and reduced kinetic resistance with minimum garment weight and bulk, the pants patterning shall: incorporate hydraulic, swivel action leg-to-torso interfaces; incorporate an oversized diamond-shaped crotch insert, graded according to size, for maximum action stride, optimum stepping reach and no “in-crotch” seaming; meet individual tailoring needs, and offer superior functionality. Diamond shall extend from just above the left knee to just above the right knee, and be centered equally from front to rear. Width of diamond at top of crotch shall be approximately 4 inches (10.2 cm), graded to size; and ensure that pants rest in normal body line balance of 22 inches (55.9 cm) center distance at the cuff.</p>	X		
<p>REINFORCED CUSHIONED KNEE: The cushioning for the Knee reinforcement if required, and the thermal pad sewn to the internal side of the thermal liner assembly, shall provide a minimum of 25 CCHR and be comprised of breathable, fiber based materials.</p>	X		
<p>SUSPENDER BUTTONS: Eight (8) heavy duty, rust-resistant suspender buttons shall be positioned around the waist. Suspender buttons shall be mounted through waistband of triple layer outer shell material that is internally reinforced with an additional band of coated needlepunch aramid.</p>	X		
<p>LINER ATTACHMENT: The moisture barrier and thermal liner assembly shall be attached to the outer shell at the cuff by means of two (2) Nomex® webbing snap assemblies per leg, and to the waistband, at the waist, with seven (7) evenly-spaced glove snaps. The liner system design shall not allow products of combustion or other contaminants to move into the liner interior between the moisture barrier and thermal liner. For instance, separately hemmed and bartacked liner and moisture barrier with open edge designs shall not be acceptable.</p>	X		
<p>PANT CERTIFICATION LABEL ON LINER: The pant certification label on the liner shall be integrally printed on FR Cotton Indura and lockstitched to the inner left hip area.</p>	X		
<p>PANT CERTIFICATION LABEL ON SHELL: The pant certification label on the shell shall be integrally printed on FR Cotton Indura and lockstitched at the top rear of the waist, at the inside.</p>	X		

<p>FLY FRONT: The outer shell fly shall be lockstitched to the left side of the front opening and shall be in proportion to waist size and crotch rise in both length and width. Fly inner lining shall extend at least 2 inches (5.1 cm) to the left of the outer shell fly attachment seam and shall be constructed of certified breathable moisture barrier and thermal liner. The right front pant opening shall have an internal facing extending at least 2 inches (5.1 cm) to the right and constructed of specified fabric. In combination with the liner, the system shall offer 360-degree protection without gaps during movement of the outer shell moisture barrier and thermal liner. Closure shall be by means of a minimum 1.5-inch-wide (3.8-cm-wide) hook and loop fastener, and all construction techniques used shall provide liquid penetration protection under the NFPA 1971 Whole Garment Liquid Penetration Test. The fly shall be graded to the waist size of garments and crotch rise.</p>	X		
<p>COMPOSITE MATERIALS: The specified has been determined the ONLY acceptable combination of materials. Any substitution of materials shall be grounds for immediate disqualification of bid without further consideration.</p>	X		
<p>OUTER SHELL: 7.5 oz.; PBI/Kevlar Matrix ripstop weave; 400 Denier Kevlar Cables; 40% PBI/60% Kevlar; EWR – Black.</p>	X		
<p>THERMAL LINING: 7.4 oz. calendared 100% spun 3.6 oz. Meta Aramid facecloth; 1 layer of 2.3 oz. E-89, and one layer 1.5 oz. E-89</p>	X		
<p>MOISTURE BARRIER: 5.0 Oz; Crosstech Bi-Component (PTFE) On A 3.2 Oz. Nomex III A Facecloth</p>	X		
<p>PANT CUSTOM OPTIONS TO BE PROVIDED: Instructions in this custom options section that contradict earlier specifications or statements supersede those earlier specifications or statements as long as the required certifications are not compromised. Inspection Port Liner; Liner Detachable; 3" Cuff trim -Lime 2-Tone Scotchlite; Cuff Trim -Double-Stitched; Non-Std Wide 1.5" Velcro Fly -Gemini Matrix –Black; Dead Air Panels – Pants; Angled Cuffs -Pants -Arashield Black; Pants Cuffs -Arashield Black; BiFlex Heat Channel Knees Replaceable -Kevlar/Nomex OS Black; Horizontal Strips in BiFlex knee to be Arashield Black; X-Large Bellows Pockets -Pants -Gemini Matrix -EWR -Black - 10" X 10" X 2" Lined with Kevlar; E Z Grip Flaps - PBI Matrix /EWR Rip Stop – Black; Pocket divider in Left Pocket only 4" from front of Pocket; Sewn D-Ring -Gemini Matrix EWR Black - center rear Place directly below harness tabs Snap Style Suspender Attachment; Place Suspender Attachments Inside Waist; Dyna-Back Suspender w/ Snap Attach and Quick Adjust Installed; Suspender Padding; Harness Pants -NY Style -No Harness -Gemini Matrix EWR Black; and (2) Postman Take Up Straps - located above the NY Style harness path.</p>	X		
<p>EMERGENCY REPLACEMENT: In the event the Participating Public Agency encounters an incident in which several sets of turnout gear are damaged and deemed no longer usable, the manufacturer shall provide replacement garments of the exact size and configuration as those damaged within fourteen (14) working days of the Participating Public Agency's order providing serial numbers or sizes of the damaged items. If required, the manufacturer shall be prepared to provide "loaner" gear in as close a size as possible within three (3) working days of the Participating Public Agency's notification with sizing information.</p>	X		

**EXHIBIT C
BID RESPONSE FORMS
SECTION 4 OF 269-2016-086**

ORIGINAL

**2. BID SUBMISSION FORM
ITB # 269-2016-086
FIREFIGHTING TURNOUT GEAR**

This Bid is submitted by:

Company Name: Newton's Fire & Safety Equipment, Inc.

State of Incorporation: North Carolina

Representative (printed): Seth Newton

Representative (signed): *Seth Newton*

Address: 2724 Darrell Newton Dr

City/State/Zip: Graham, NC 27253

Telephone: (336) 578-3931
(Area Code) Telephone Number

Facsimile: (336) 578-1982
(Area Code) Fax Number

E-Mail Address: seth@newtonsfire.com

By signing above, the Bidder agrees that the CLT 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 CLT and the CCPA, 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 1.8)
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 (due by 12 pm EST on July 11, 2016)
 - Specification Compliance Pages (due by 12 pm EST on July 11, 2016)
 - Sample Reports – Attachment One (due by 12 pm EST on July 11, 2016)
 - CCPA Plan – Attachment Two

3. ADDENDA ACKNOWLEDGEMENT FORM

**ITB # 269-2016-086
FIREFIGHTING TURNOUT GEAR**

Bid/Bid Submission Check List: Confirm by placing a check mark in the space provided that as the bidder or proposer the information listed below has been reviewed and complied with in the submission of a response to this Invitation to Bid/Request for Bids.

Addenda acknowledgement. Please contact the Procurement Management Division representative listed below to verify the number of addenda issued:

Genetta Carothers **704-336-5195**

Addenda Receipt: The Bidder confirms receipt of any and all addenda issued for this Invitation to Bid/Request for Bids (Bidder to list all addenda received):

Addendum #	Date Issued
<u>1</u>	<u>May 26, 2016</u>
<u>2</u>	<u>May 31, 2016</u>
<u>3</u>	<u>July 11, 2016</u>
<u>4</u>	<u>August 16, 2016</u>
<u>5</u>	<u>October 18, 2016</u>

The signature below certifies that the above information has been verified as complete.

Date: October 25, 2016
Print name of Bidder

Bidder: Newton's Fire & Safety Equipment, Inc.

By: Seth Newton, Vice President
Print name and title of signatory

Signature: 

4. EXCEPTIONS FORM

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

NO EXCEPTIONS

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: October 25, 2016
Print name of Bidder

Bidder: Newton's Fire & Safety Equipment, Inc.

By: Seth Newton, Vice President
Print name and title of signatory

Signature: 

6. NON-DISCRIMINATION PROVISION

PROJECT: FIREFIGHTING TURNOUT GEAR

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 its the enclosed bid or Bid, the Bidder or Proposer has considered all bids and Bids submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in **Section 5**.
2. For purposes of this form, 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 or Bid submitted with this certification, and terminate any contract awarded based on such bid or Bid It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City contracts or bid processes for up to two years.
4. As a condition of contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the bid or 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 or Proposer to any remedies that are allowed thereunder.
5. As part of its bid or Bid, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a bid or Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in **Section 5**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: Newton's Fire & Safety Equipment, Inc.

BY: Seth Newton

TITLE: Vice President

SIGNATURE OF AUTHORIZED OFFICIAL: 

DATE: October 20, 2016

7. REFERENCES

Company Name: Newton's Fire & Safety Equipment, Inc.

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:	City of Raleigh Fire Department
ADDRESS OF FIRM:	4128 New Bern Avenue
	Raleigh, NC 27610
CONTACT PERSON:	Rob Horton
TELEPHONE NUMBER:	(919) 996-5981
FAX NUMBER:	
NAME OF FIRM:	City of Fayetteville Fire Department
ADDRESS OF FIRM:	632 Langdon St
	Fayetteville, NC 28301
CONTACT PERSON:	Kenneth Hall
TELEPHONE NUMBER:	(910) 433-1788
FAX NUMBER:	
NAME OF FIRM:	City of Concord Fire Department
ADDRESS OF FIRM:	100 Warren C Coleman Blvd
	Concord, NC 28027
CONTACT PERSON:	Gerald Harris
TELEPHONE NUMBER:	(704) 920-5531
FAX NUMBER:	

**REVISED - SOLICITATION SCHEDULE
ITB #269-2016-086 – FIREFIGHTING TURNOUT GEAR**

DATE	EVENT/REQUIREMENT	COMPLIANCE Y/N
5/19/2016	City will Issue ITB	
5/26/2016	Pre-Bid conference	
6/1/2016	Vendors must notify Genetta Carothers of intent to submit alternate garments per section 1.22	
6/29/2016	Vendors must notify Genetta Carothers in writing if they desire to inspect samples per section 1.23	
7/11/2016	Vendors must submit samples of proposed “or equal” garments per section 1.22 and specifications sheet per section 3.4 no later than 12:00 p.m. EST	
7/12/2016	Vendors that wish to comment on samples must do so in writing to Genetta Carothers per section 1.23 no later than 5:00 p.m. EST	
7/18/2016 – 10/11/2016	City will conduct an evaluation of Samples for compliance to specifications	
10/18/2016	City will issue second phase of ITB (per addendum). Addendum will include approved garment brands and a pricing sheet for submitted bids	
10/27/2016	Vendors must submit client references per section 1.25 as Attachment 1 no later than 2:00 p.m. EST	
10/27/2016	Vendors must submit sample monthly reports per sections 1.26 as Attachment 2 no later than 2:00 p.m. EST	
10/27/2016	Bid deadline at 2:00 pm EST including the Required Forms, Section 4 and Attachments (Sample Reporting, CCPA Plan, and Authorized Distributor Letter)	
10/27/2016 – 11/7/2016	Evaluation of bids (by the City’s evaluation team)	
12/12/2016	City Council will consider contract award recommendation.	
1/1/2017	Effective date of contract	

The City reserves the right to revise the solicitation schedule if the City deems it to be in the City’s best interest.

Honeywell First Responder Products

#1 Innovation Court
Dayton, OH 45414

800-688-6148
937-264-2677 Fax

www.HoneywellFirstResponder.com

STATEMENT OF WARRANTY

For Honeywell Protective Products:

Honeywell warrants that all turnout gear and Honeywell protective products are free from defects in material and workmanship for the useful life of the product. This warranty specifically excludes accidental damage (acid, tears on nails, etc.), intentional or unintentional abuse, natural disasters, damage caused by disregard of care instructions, and normal wear. Products considered to be defective should be returned to an authorized distributor at owner's expense for inspection. The product will be either repaired or replaced at the discretion of Honeywell. It is recommended that the user frequently inspect and properly maintain these products in order to provide the designed levels of NFPA protection.

Honeywell warrants that Morning Pride by Honeywell FYR-Glass helmet shells are free from defects in material and workmanship for a period of 5 years from the date of manufacture when used for normal firefighting and related operations. This warranty does not cover accidental damage, intentional or unintentional abuse, natural disasters, damage caused by disregard of care instructions and normal wear. END USER IS STRONGLY CAUTIONED not to install any accessory piercing the shell.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. HONEYWELL'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS BID SHALL IN NO EVENT EXCEED THE TOTAL BID PRICE SET FORTH HEREIN. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

For Footwear:

Honeywell warrants that all PRO Series, Ranger Air Series and Honeywell protective footwear products manufactured and/or distributed by Honeywell First Responder Products, or its authorized distributors are free from any defects in material or workmanship for a period of one year from the date of manufacture. Products considered to be defective should be returned to an authorized distributor at owner's expense for inspection. The product will be either repaired or replaced at the discretion of Honeywell. Any replacement will be for the same style and size. This warranty covers normal firefighting use only. This warranty specifically excludes accidental damage (acid, tears on nails, etc.), intentional or unintentional abuse, natural disasters, damage caused by disregard of care instructions, exposure to a substance or environment that degrades the product and normal wear. It is recommended that the user frequently inspect and properly maintain these products in order to provide the designed levels of NFPA protection.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE

ATTACHMENT 1

SAMPLE REPORTS, SECTION 1.26

Bids must include or address the following information as Attachment 1:

1.26 Sample Reports:

Company must submit the sample reports required in Section 27 of the Specifications as Attachment 1 no later **12:00 p.m. EST on July 14, 2016.**

ATTACHMENT 1 – Sample Reports, Section 1.26

Lead Agency / Participating Public Agency Name	Description	Part Number	Purchase Order Number	Order Date	Ship Date	Qty	Unit Cost - CCPA Contract	Actual - Unit Cost	Extended Cost	Additional Savings - Below Contract
Town of Mooresville	Leather Structural Firefighting Helmet	B-LTH-1XX411221	20140337-000	9/5/13	10/1/13	89	\$ 516.98	\$ 516.98	\$ 46,011.22	\$ -
City of Charlotte	Leather Structural Firefighting Helmet	B-LTH-1XX411221	2014001545	9/24/13	10/15/13	24	\$ 516.98	\$ 462.01	\$ 11,088.24	\$ 1,319.28
	Fiberglass Composite Structural Firefighting Helmet	C-TRD-1X1213221				0	\$ 212.56	\$ 212.56	\$ -	\$ -
TOTAL:							\$ 1,246.52	\$ 1,191.55	\$ 57,099.46	\$ 1,319.28
CCPA 1% ADMIN FEE:							\$			\$ 570.99

CCPA PLAN, SPECIFICATIONS, SECTION 1

Bids must include or address the following information as Attachment 2:

3.1 Introduction:

Pursuant to N.C. G.S. 160-a-461 and 143-129(e)(3), the City of Charlotte Management & Financial Services, Finance Office – Procurement Management has established the 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 “CLT”). 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. Company should consider the potential volumes when responding to this Contract. Participation by other entities is strictly voluntary and no volumes are guaranteed. Participating Public Agencies will be required to register with the CCPA at: www.charlottealliance.org.

(A) Bids must include in detail how the Company plans to service all Participating Public Agencies as it relates to the CCPA. Currently the CCPA has approximately 300 registered Participating Public Agencies in California, Georgia, Michigan, North Carolina, South Carolina, Tennessee, Virginia, and West Virginia. Please address the following in your bid response as Attachment 2:

1. Ability to provide Products/Services to any Participating Public Agency in the contiguous 48 states; and the ability to deliver Products/Services in Alaska and Hawaii; and
2. Address if the Company has a national sales force, dealer network or distributor with the ability to serve Participating Public Agencies in all 50 U.S. states.

(B) Bids must include in detail how the Company will monitor and report all spend by CLT/Participating Public Agencies to the CLT for auditing purposes as Attachment 2.

(C) The City of Charlotte will post all awarded contracts on the CCPA website, along with the respective vendor information. Please address the following in your bid response:

1. Indicate if the Company will allow the City to utilize their organization’s logo on the CCPA website;
2. Address if the Company will advertise the CCPA logo and website on their organization’s website; and
3. Bids must include in detail how the Company plans to market this Contract as Attachment 2.



October 25, 2016

RE: ATTACHMENT 2 – CCPA PLAN SPECIFICATIONS, SECTION1

3.1.D.1 Ability to provide Products/Services to any Participating Public Agency in the contiguous 48 states; and the ability to deliver Products/Services in Alaska and Hawaii;

With regards to the Products/Services offered in response to this Invitation to Bid, Newton's Fire & Safety is authorized by the manufacturer (Honeywell/Morning Pride) to sell only in North Carolina and South Carolina.

3.1.D.2 Address if the Bidder has a national sales force, dealer network or distributor with the ability to serve Participating Public Agencies in all 50 U.S. states.

Newton's Fire & Safety does not have a national sales force, dealer network or distributor with the ability to serve Participating Public Agencies in all 50 U.S. states. Newton's provides local service and support through sales representatives in our authorized territories of North and South Carolina. The sales representative assigned to the geographical territory where the contract will be exercised will be responsible for providing a more local level of service such as custom sizing at specified dates and times provided by the participating agency.

3.1.B Bids must include in detail how the Bidder will monitor and report all spend by CLT/Participating Public Agencies to the CLT for auditing purposes.

Newton's Fire & Safety will be able to track and monitor sales contracts issued in connection with ITB # 269-2016-086 through our accounting software, Traverse. This software allows us to mark sales orders with corresponding contract numbers or purchase orders furthering allowing us to track orders by a specific contract. We will provide a quarterly report to the CCPA summarizing completed sales orders associated with any contract awarded in connection to ITB # 269-2016-086.

3.1.C.1 Indicate if the Bidder will allow the City to utilize their organizations' logo on the CCPA website;

Yes.



NEWTON'S
FIRE & SAFETY EQUIPMENT, INC.

2724 Darrell Newton Drive
Graham, NC 27253

800.672.5918
336.578.3931
FAX 336.578.1982

3.1.C.2 Address if the Bidder will advertise the CCPA logo and website on their organization's website;

Not at this time.

3.1.C.3 Bids must include in detail how the Bidder plans to market the Contract(s) as a result of this ITB as Attachment 2.

Newton's will market any contract(s) as a result of this ITB directly through our sales representatives. The contract(s) will be shared with our team of sales representatives at regular sales meetings and the sales reps will have the responsibility of marketing the contract to existing and potential customers in their assigned territories.

Should you have any further questions or need anything further please do not hesitate to let me know.

Thanks.

Seth Newton

Newton's Fire & Safety

ATTACHMENT 3

DISTRIBUTOR AUTHORIZATION

Bids must include or address the following information as Attachment 3:

Company must provide a letter from the manufacturer with their bid response that states that the Company is an authorized distributor.

Honeywell First Responder Products

#1 Innovation Court
Dayton, OH 45414

800-688-6148
937-264-2677 Fax

www.HoneywellFirstResponder.com

November 8, 2016


City of Charlotte
600 East Fourth Street, CMGC – 9th Floor
Charlotte, NC 28202-2850

Dear Finance Office,

This letter is being written to confirm that Newton Fire & Safety based out of Swepsonville, NC is an authorized dealer for Morning Pride Manufacturing LLC, dba, Honeywell First Responder Products.

If additional information would be helpful please feel free to contact me directly at 800-688-6148 or amy.dozier@honeywell.com.

With Regards,
Morning Pride Manufacturing dba Honeywell First Responder Products



Amy Dozier
Contract Administrator

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Business Insurers of Carolinas 800 Eastowne Drive, Suite 208 PO Box 2536 Chapel Hill NC 27515-2536	CONTACT NAME: Patty Miller PHONE (A/C, No, Ext): (919) 968-4611 E-MAIL ADDRESS: pmiller@business-insurers.com FAX (A/C, No): (919) 968-8991													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Fireman's Ins. Co. of Washingt</td> <td>21784</td> </tr> <tr> <td>INSURER B: Twin City Fire Insurance</td> <td>29459</td> </tr> <tr> <td>INSURER C: Stonewood Ins. Co.</td> <td>11828</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Fireman's Ins. Co. of Washingt	21784	INSURER B: Twin City Fire Insurance	29459	INSURER C: Stonewood Ins. Co.	11828	INSURER D:		INSURER E:		INSURER F:
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INSURED Newton Fire & Safety Equipment, Inc. 2724 Darrell Newton Drive PO Box 13 Graham NC 27253														

COVERAGES **CERTIFICATE NUMBER:** 16-17 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	22 CES OF5496	5/25/2016	5/25/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CNA0102058 50	5/25/2016	5/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			22XSON0625	5/25/2016	5/25/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	WC10000094242016A	5/25/2016	5/25/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 REF: Contract # 2017000731/Vender #20966
 City of Charlotte is included as additional insured in reference to the General Liability policy per written contract per attached policy form.

CERTIFICATE HOLDER City of Charlotte Cenetta Carothers 600 East Fourth Street Charlotte, NC 28202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Patty Miller/PATTY <i>Patty O. Miller</i>
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