



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2024

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 have ADDITIONAL INSURED provisions or 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 Bryson Casualty Insurance Services Inc 3777 Long Beach Blvd 5th Floor Long Beach, CA 90807	CONTACT NAME: PHONE (A/C, No, Ext): (562) 435-4267		FAX (A/C, No): (562) 435-5639
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED The Glove Box, Inc. 4030 Wake Forest Road, Suite 349 Raleigh, NC 27609	INSURER A : Hartford Underwriters Insurance Company		30104
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **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		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: Business Liability General Aggre	X		72SBMBD9YRE	2/21/2024	2/21/2025	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER	
								E.L. EACH ACCIDENT	\$
								E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract #2024000874 - CCPA Fire EMS Supplies

City of Charlotte is included as an additional insured on the General Liability policy.

CERTIFICATE HOLDER City of Charlotte 600 East 4th Street, 12th Floor 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 <i>Max Merrill</i>



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

Effective Date: June 5, 2024 City Vendor#: 126002

Between the City of Charlotte ("City") and The Glove Box, Inc., ("The Glove Box")

This cover sheet ("Cover Sheet") and each of the attachments listed below ("Attachments") together comprise a CCPA Fire EMS Supplies (the "Contract") entered into as of the Effective Date, between The Glove Box, Inc. a North Carolina corporation registered to do business in North Carolina and the City of Charlotte, a North Carolina municipal corporation:

- A - Product Purchase Terms and Warranty
B - General Conditions
C - Price Schedule
D - Specifications
E - Federal Contracting Terms
F - Federal Transit Contracting Terms
G - DBE Provision and Forms
H - Federal Aviation Contracting Terms
I - Confidentiality Terms
J - CCPA Forms
K - Participating Public Agencies

Term: This Contract will start on the Effective Date and continue through three years. (the "Initial Term")
Renewals: The City will have the option to renew this Contract for up to two (2) one-year terms by giving notice to The Glove Box.

Products. The Glove Box agrees to provide the products and services described in the Attachments ("Products" and "Services") under the terms and conditions stated in this Contract.
Compensation. The City will pay for the Products and Services at the prices set forth in the Price Schedule. These prices shall remain firm for the duration of this Contract unless otherwise stated in the Price Schedule.
Capitalized terms used in this Contract have the meanings assigned in this Contract.
Email invoices to:
-or-
Mail invoices to the following:
City of Charlotte A/P
Attn:
P.O. Box 37979
Charlotte, NC 28237-7979
Each invoice shall include the purchase order number and Contract Number and shall be accompanied by a sales tax statement or shall have the sales tax amount shown clearly, along with the invoice total, on the face of the invoice.

Vendor Business Contact: Donald Kim, The Glove Box, Inc., P.O. Box 410392, Charlotte, NC 28241, Phone: 704-248-6696, Email:
City Business Contact: Angelica Witherell, City of Charlotte, 600 East 4th Street, 12th Floor, Charlotte, NC 28202, Phone: 980-748-1150, Email:

By signing below, the parties accept and agree to the terms set forth in this Contract.
THE GLOVE BOX, INC.: Signature: [Signature], Print Name: Donald Kim, Title: President, Date: 05/17/2024
CITY OF CHARLOTTE: Signature: See Attachment Below, Print Name: , Title: , Date:

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



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: June 04, 2024

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2024000874

Amendment #:

Contract Name: CCPA Fire EMS Supplies

Vendor Legal Name: The Glove Box, Inc.

Vendor #: 126002

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f08f2b82106208b08804836a6d96b8

Exhibit A - PURCHASE TERMS

This Attachment is incorporated into the CCPA Fire EMS Supplies (“**Contract**”) between the City of Charlotte (“**City**”) and The Glove Box, Inc. (“**The Glove Box**”). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **Products.** The Glove Box agrees to sell to the City the products identified in the **Price Schedule** Attachment (the “Products”) for the prices stated therein in such quantities as the City may specify from time to time through the issuance of City Purchase Orders (“POs”). The Glove Box further agrees to provide to the City the warranty and other services set forth in the Attachments (“Services”). This Contract requires no minimum purchase and imposes no financial obligation on the City, absent the City’s issuance of a PO. The City is entitled to purchase the same or similar products from other suppliers.
2. **Options and Accessories.** The City may in its discretion purchase services and accessories not specified in this Contract, to the extent the City is authorized by law to do so without a formal bid process.
3. **Delivery.** The Glove Box agrees to deliver the Products within the time frame stated in the attachments and acknowledges that **time is of the essence** to the City. Delivery shall be to the City location specified in the PO. All delivery costs shall be borne by The Glove Box. The Glove Box’s Bid shall be deemed a binding commitment of The Glove Box 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.
4. **Title / Risk of Loss.** Title to and risk of loss of the Product shall pass to the City upon delivery to the City location specified in the PO.
5. **Warranty.** All Products supplied under the Contract shall be covered by a manufacturer’s written guarantee and/or warranty that such Products will be free from defects in materials, workmanship, and performance for a minimum of one year; merchantable and in full conformity with the Specifications set forth in this ITB, industry standards, dimension charts, and Bidder’s descriptions, representations, and samples. The Company shall administer the warranty on the City’s behalf and shall ensure that the manufacturer repairs or replaces at no charge to the City all Products that violate either the above warranty or the applicable manufacturer’s warranty.
 - 5.1 The Company shall provide the City with two copies of the manufacturer’s written warranty for each item of equipment.
 - 5.2 It shall be the responsibility of the manufacturer to pay all shipping and crating costs associated with warranty repairs.
6. **Transfer of Warranties.** Without limiting -The Glove Box’s obligations to provide warranty Services or the Maintenance Services, The Glove Box hereby assigns and transfers to the City all warranties from any third-party suppliers covering the Product, including any embedded software. The Glove Box will provide copies of such warranties to the City with delivery of the applicable Product. While The Glove Box shall be entitled to have such warranty, work performed by its supplier, The Glove Box shall remain responsible for providing the Warranty Service.
7. **Replacement Products.** The Glove Box shall execute all documents necessary to evidence the City’s title to the Product, including replacement Product provided under the Warranty.
8. **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 Glove Box shall obtain and maintain all licenses and permits, and comply with all federal, state, and local laws, regulations, and ordinances.
9. **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. The term “new”, 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.
10. **Design Requirement.** All Products and Services shall meet the Specifications set forth in the Specifications Attachment.
11. **Preparation For Delivery**
 - a. **Condition and Packaging.** All containers/packaging shall be suitable for handling, storage, or shipment, without damage to the contents. The Glove Box shall make shipments using the minimum number of containers consistent with the requirements of safe transit, and available mode of transportation routing. The Glove Box-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 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 Glove Box shall ship all orders FOB Destination. No shipping charges allowed.

12. Acceptance: The Products delivered under this Contract shall remain the property of The Glove Box 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 Glove Box and return such Products (and any related goods) to The Glove Box at The Glove Box'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 Glove Box. 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.

13. Embedded Software. The Glove Box grants to the City the right to use all software embedded in the Product to the full extent necessary to use the Product in the manner contemplated by this Contract.

14. Documentation: For all Products purchased under this Contract The Glove Box will provide 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.

15. No Liens: All Products shall be delivered and shall remain free and clear of all liens and encumbrances.

16. No Advertisement: No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

17. Price Adjustments. The prices stated in the Price Schedule shall remain fixed for the Initial Term.

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

If a Product becomes unavailable, or if a new Product becomes available, The Glove Box will promptly send the City a proposed revised version of the **Price Schedule**. 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

Price Increases Based on Cost of Materials For any renewal term, prices shall not increase unless the City approves a price adjustment in writing in accordance with the following:

a. 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 Glove Box for inefficiency in operation, increase in labor costs, or for additional profit.

b. To obtain approval for a price increase, The Glove Box shall submit a written request to the City, 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.

c. 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 Glove Box shall continue performance of the Contract.

d. 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 Glove Box 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.

18. City Materials and Data Treated as Confidential. The Glove Box will treat as confidential information all data and materials provided by or processed for the City in connection with this Contract. The Glove Box 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 Contract.

19. Work on City's Premises. Whenever on City premises, The Glove Box will obey all instructions and City policies applicable to City employees and contractors that The Glove Box is made aware of. If The Glove Box causes damage to the City's equipment or facilities, The Glove Box will promptly repair or replace such damaged items at The Glove Box's expense.

20. Background Checks.

a. **BACKGROUND CHECKS REQUIRED PRIOR TO WORK.** Prior to starting work under this Contract, The Glove Box will conduct a background check on each The Glove Box employee assigned to work under this Contract and will require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a reference check.

b. **NEW CHECKS REQUIRED EACH YEAR AND PRIOR TO NEW PROJECTS.** After starting work under this Contract, The Glove Box will, on an annual basis, perform a Background Check for each The Glove Box employee assigned to work

under this Contract during that year, and will require its subcontractors (if any) to do the same for each of their employees. If The Glove Box undertakes a new project under this Contract, then prior to commencing performance of the project The Glove Box will perform a Background Check for each The Glove Box employee assigned to work on the project and will require its subcontractors (if any) to do the same for each of their employees.

- c. **ADDITIONAL INVESTIGATION OF CERTAIN EMPLOYEES.** If a person's duties under this Contract fall within the categories described below, the Background Checks that The Glove Box will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:
- If the job duties require driving: A motor vehicle records check.
 - If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.
 - If job duties include entering a private household or interaction with children: A sexual offender registry check.
- d. **COMPLIANCE WITH APPLICABLE LAW.** The Glove Box must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements and shall require its subcontractors to do the same.
- e. **DUTY TO REPORT INFORMATION TO CITY.** The Glove Box shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.
- f. **CHECKS CONDUCTED BY CITY.** The City may conduct its own background checks on principals of The Glove Box as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

- 21. Billing Records.** During the term of this Contract and for three (3) years after it terminates, The Glove Box will keep documentation sufficient to verify the amounts billed to the City. The City has the right to audit The Glove Box's timecards, invoices, reports, and other documents relating to amounts charged under this Contract and will not be required to pay for: (a) any time billed that was excessive in light of the result achieved, or (b) any Products or Services that did not meet the standards and requirements referenced in this Contract. The Glove Box agrees to make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday, within ten (10) days after the City requests them. The City shall pay its own expenses relating to such audits but shall not have to pay any expenses or additional costs of The Glove Box. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then The

Glove Box shall be required to reimburse the City for the cost of the audit.

22. Terms Applicable to Purchases made by the City's Aviation Department:

- a. **MANAGEMENT AND REPORTING TOOLS.** The Glove Box agrees to utilize any project or change management or reporting tools, as required by the City in its sole discretion. Specifically, The Glove Box may be required to use a City adopted web-based project control software ("e-Builder") for records retention and management of all Work documentation. Information on e-Builder can be found at www.e-builder.net. City will provide access and technical service for five (5) e-builder licenses at no cost to the Company. The City will provide training at no cost to the Company. Company further agrees to report payments and all other information related to the CBI and DBE Program as may be required or requested by the City, and to submit this documentation into the InclusionCLT system, or subsequent software platform provided by the City, or in such other manner as may be prescribed, and further require that its Subcontractors provide such documentation and information through the same system.
- b. **COMPLIANCE WITH SECURITY MEASURES. To the extent applicable based on the scope of the work provided by Company,** Company acknowledges and agrees that:
- The City's Aviation Department has offices in the secured area of the Terminal, access to which is subject to security measures imposed by the United States ("Security Plan") and enforced by the Transportation Security Administration;
 - Access to the Aviation Department, to the airfield or other secured area by Company's officers and employees shall be limited to and conditioned upon compliance with the Security Plan as it exists upon the effective date of this Contract, and as may be modified from time to time;
 - Company's officers and employees who need regular access to the secured areas will have to apply for and qualify for security identification badges ("Security Badges") issued by the Aviation Director; and
 - City shall not be liable to Company for any diminution or deprivation of Company's rights hereunder on account of the inability or delay of Company or his officers or employees to obtain a Security Badge, regardless of the reason.
 - Company shall comply and ensure its employees comply with the Airport's Security Standards and AOA Standards, as amended from time to time, which can be found at www.cltairport.com/credentialing

Exhibit B - GENERAL CONDITIONS

This Attachment is incorporated into the CCPA Fire EMS Supplies ("Contract") between the City of Charlotte ("City") and The Glove Box, Inc. ("The Glove Box"). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **PRIORITY OF ATTACHMENTS.** In the event of a conflict among the Attachments, the Federal Contracting Terms shall have first priority, and all other Attachments shall have priority in the order in which they are listed on the Cover Sheet.
2. **PAYMENT TERMS.** The City will pay undisputed, properly submitted invoices within sixty (60) days after receipt. As a condition of payment, The Glove Box must invoice the City for Services within sixty (60) days after the Products have been delivered or Services are performed. The Glove Box WAIVES THE RIGHT TO CHARGE THE CITY FOR ANY PRODUCTS OR SERVICES THAT HAVE NOT BEEN INVOICED WITHIN SIXTY (60) DAYS AFTER SUCH PRODUCTS WERE DELIVERED OR SERVICES WERE RENDERED.
3. **TAXES.** North Carolina law requires that The Glove Box collect and remit sales tax on this Contract, even though the purchaser is the City. The Glove Box shall itemize state and local sales taxes on each invoice as separate charges to the City.
4. **TERMINATION FOR CONVENIENCE.** For any reason or no reason, the City may terminate this Contract at any time by giving thirty (30) days written notice to The Glove Box. The City shall only pay for Products and Services rendered through the date of termination, subject to The Glove Box's compliance with Section 8 (Obligations on Termination Section). The Glove Box shall terminate and/or cancel all subcontracts and orders outstanding for such services and products that it is legally entitled to cancel.
5. **TERMINATION FOR CAUSE OR DEFAULT.** Without limiting any other termination rights set forth in this Contract, either party may terminate this Contract for default if the other party fails to cure a material breach or fails to fulfill its duties, covenants, or obligations as described in the Contract within thirty (30) days after receipt of written notice that identifies the breach and the intent to terminate if not cured. In addition, the City may terminate this Contract for default without a cure period if The Glove Box:
 - 5.1. makes a misrepresentation or provides misleading information in connection with the solicitation, or any provision contained in this Contract;
 - 5.2. attempts to assign, terminate, or cancel this Contract except as prescribed;
 - 5.3. ceases to do business, 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; or
- 5.4. acts in a way that creates a risk to safety or causes or is likely to cause the City to incur property damage, fines, or penalties.
6. **TERMINATION CONVERSION.** If the Contract is terminated by the City for cause but it is later conclusively determined that The Glove Box has not in fact defaulted, the termination shall be deemed to have been affected for the convenience of the City and The Glove Box shall be paid through the date of the termination
7. **AUTHORITY TO TERMINATE.** Authority to terminate this Contract on behalf of the City rests with the City Manager and Deputy City Manager, or any designee of the forgoing having the same level of delegated signature authority as would have been required to execute the Contract.
8. **OBLIGATIONS ON TERMINATION.** Upon expiration or termination of this Contract, The Glove Box will promptly provide to the City, at no cost, (i) all data, materials, software, and equipment provided to The Glove Box by or on behalf of the City; (ii) all deliverables that are completed or in process as of the date of termination; and (iii) a statement of all Services performed through termination, together with such detail and documentation as is otherwise required under this Contract for payment. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information", as defined in the Section titled Confidentiality Terms. Any termination shall not relieve The Glove Box of the obligation to pay any fees, taxes, or other charges then due to the City. Termination shall not relieve The Glove Box from any claim for damages previously accrued or then accruing against The Glove Box. In the event that the City disputes in good faith an allegation of default by The Glove Box, notwithstanding anything to the contrary in this Contract, The Glove Box agrees that it will not terminate this Contract or suspend or limit the delivery of the Work or any warranties or repossess, disable or render unusable any Software supplied by The Glove Box, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
9. **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by The Glove Box, notwithstanding anything to the contrary in this Contract, The Glove Box 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 Glove Box, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

10. **REPRESENTATIONS AND WARRANTIES.** The Glove Box 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 Attachments; (b) All work performed by The Glove Box 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 Products, nor any Services provided by The Glove Box under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; (d) The Glove Box 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; (e) The Glove Box is a duly organized and validly existing entity of the type set forth in the first paragraph of this Contract, is in good standing under the laws of the state specified in the first paragraph of this Contract, and is registered to do business in North Carolina; (f) The Glove Box has the requisite power and authority to execute and perform this Contract; and (g) neither the execution nor the performance of this Contract will violate any third party contractual rights. The Glove Box and each person signing this Contract for The Glove Box represents and warrants that the execution, delivery, and performance of this Contract have been duly authorized by The Glove Box. Additional warranties may be set forth in the Attachments.

11. REMEDIES.

11.1. **Right to Withhold Payment.** At the non-breaching party's election, The Glove Box and the City are each entitled to set off and deduct from any amounts owed to the other party under this Contract all damages and expenses incurred due to the other party's breach. If The Glove Box breaches any provision of this Contract, the City may elect to withhold a portion of or all payments due until the breach has been fully cured. The City may obtain performance of the Work elsewhere.

11.2. **Misappropriation or Infringement Breach.** In the event of a violation, misappropriation, or infringement of any copyright, trademark, patent, trade secret, or other proprietary rights with respect to the work provided under this Contract, in addition to the indemnification obligation under the Contract, The Glove Box shall (i) procure the right for the City to use the infringing product or service; or (ii) repair or replace the infringing product or service so that it is no longer infringing so long as such modification does not adversely affect the Contract.

11.3. **Other Remedies.** The Glove Box acknowledges that this Contract will be funded in whole or in part by a federal grant. In the event that grant funding is lost due to The Glove Box's failure to deliver in compliance with the

terms of the Contract, The Glove Box shall be liable for the total amount of grant funds lost, in addition to damages available elsewhere in this Contract. The remedies set forth in this Contract are cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other remedy available at law or in equity. Additional remedies may be set forth in the Attachments.

11.4. Liquidated Damages.

The Glove Box acknowledges and agrees that the City may incur costs if The Glove Box fails to meet the certain requirements set forth herein (including without limitation delivery times, inventory levels, accurate invoices, and reporting requirements). The Glove Box 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.

12. **RIGHT TO COVER.** If The Glove Box fails to comply with any term or condition of the Contract or The Glove Box'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:

12.1. 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

12.2. Recover from The Glove Box 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 Glove Box's response to the ITB.

13. **INDEMNIFICATION.** To the fullest extent permitted by law, The Glove Box shall indemnify, defend, and hold harmless the City and the City's officials, employees, and agents from and against any claims, losses, damages, fines, penalties, royalties, obligations, liabilities, and expenses, including but not limited to reasonable attorneys' fees to the extent that they arise from actual or alleged:

13.1. Breach of contract, negligence, or willful misconduct by The Glove Box or any of The Glove Box's agents, employees, or subcontractors, 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 to or destruction of any property whether real, personal, or intangible, and including data and other intellectual property;

13.2. Violation of any federal, state, or local law, ordinance, rule, regulation, guideline, or standard by The Glove Box or its employees or subcontractors, or by any service, product, or deliverable provided under this Contract;

13.3. Violation, misappropriation, or infringement of any copyright, trademark, patent, trade secret, or other proprietary rights with respect to any services products, or deliverables provided under this Contract (“Infringement Claims”);

If an Infringement Claim occurs, The Glove Box will either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If The Glove Box is unable to comply with the preceding sentence within thirty days after the City is directed to cease use of a product or service, The Glove Box shall promptly refund to the City all amounts paid under this Contract.

In any case, in which The Glove Box provides a defense to the City pursuant to this indemnity, the defense will be provided by attorneys reasonably acceptable to the City. The provisions of this Contract regarding indemnity will survive the expiration or termination of this Contract.

If this Contract is funded in full or in part by federal funds, the indemnity rights granted to the City in this Contract shall also extend to the U.S. Government agency that extends such funding, and to the agency’s officers, officials, employees, agents, and independent contractors (excluding The Glove Box).

14. **INSURANCE.**

The Glove Box shall provide and maintain at its expense during the term of this Contract the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) qualified to do business in North Carolina, have a rating at least “A-” by A.M. Best, and be satisfactory to the City as approved by the City’s Risk Management Division. Evidence of such programs satisfactory to the City shall be delivered to the City on or before the effective date of this Contract and prior to commencing any work hereunder. Such policy shall list “City of Charlotte, 600 East Fourth St. Charlotte, NC 28202” as an additional insured for operations or services, rendered under this Contract. City is to be given written notice within thirty (30) days of any termination of any program of insurance.

The Glove Box’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 Glove Box’s operations under this Contract. If any of the coverage conditions are met by a program of self-insurance, The Glove Box must submit evidence of the right to self-insure as provided by the State of North Carolina.

The Glove Box and each of its subcontractors shall and does waive all rights of subrogation against the City and each of its indemnified parties. The City shall be exempt from, and in no way liable or responsible for any sums of money that may

represent a deductible or self-insured retention in any insurance policy of The Glove Box or its subcontractors.

The following insurance is required under this Contract:

(a) Automobile Liability

Evidence of current automobile insurance (attach copy of automobile policy declaration page(s)) or submit a current certificate of insurance, showing the vehicles covered and coverage amounts as the appropriate one of the following:

- i. If The Glove Box owns or leases commercial vehicles to provide goods or perform a service under this Contract, Automobile Liability must be provided at a limit of not less than \$1,000,000 per occurrence/aggregate, combined single limit, each occurrence, for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.
- ii. If The Glove Box does not own or lease any vehicles but is using their personal vehicles to perform a service under this Contract, primary Personal Automobile Liability may be provided at limits not less than \$100,000 each person, \$300,000 each accident and property damage liability of \$50,000.
- iii. If The Glove Box does not own or lease any vehicles but has employees using their vehicles to provide goods or perform a service under this Agreement, The Glove Box must provide hired/non-owned automobile liability coverage at a limit of not less than \$1,000,000 per occurrence aggregate.
- iv. If The Glove Box is trucking fuel or hauling potential pollutants, the Automobile Liability coverage shall be broadened to include pollution coverage on covered autos, and a copy of endorsement CA 99 48 shall be provided to the City. The Glove Box must also supply the City with evidence of motor carrier endorsement MCS-90 as required by the Federal Motor Carrier Safety Administration’s Motor Carrier Act.
- v. If the Company will be operating vehicles in the Aircraft Operation Area (“AOA”), the aforementioned insurance limits shall be no less than \$5,000,000 for all the categories as described above.

(b) Commercial General Liability

Insurance with a limit not less than \$1,000,000 per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability, and contractual liability. If the Company will be performing work in the Aircraft Operation Area (“AOA”), all commercial general liability insurance shall increase to \$5,000,000 per accident, combined single limit, each occurrence.

(c) Workers’ Compensation Insurance

Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and, Employers’ Liability - \$100,000 per accident limit,

\$500,000 disease per policy limit, \$100,000 disease each employee limit. If The Glove Box does not employ more than 2 full-time employees, The Glove Box must attest this fact on company letterhead and include such letter in this Contract.

15. **NOTICE.** Any notice, consent, waiver, authorization, or approval referenced in this Contract must be in writing, and delivered in person, by U.S. mail, overnight courier or electronic mail to the City and The Glove Box Contacts identified on the Cover Sheet (or as updated in writing from time to time). Notice of breach, default, termination, prevention of performance, delay in performance, modification, extension, or waiver must also be copied to the recipients listed below (the “**Official Notice Recipients**”), and if sent by electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier:

Marcy Mars	Alicia Young-Hall
City Procurement	City Attorney’s Office
600 East Fourth Street	600 East Fourth Street
Charlotte, NC 28202	Charlotte, NC 28202
980-260-9396	704-336-2254
Marcy.Mars@charlottenc.gov	Alicia.YoungHall@charlottenc.gov

Donald Kim
The Glove Box, Inc.
P.O. Box 410392
Charlotte, NC 28241
704-248-6696
don@gloveBoxinc.com

Notice shall be effective upon receipt by the intended recipient. The parties may change their Official Notice Recipients by written notice to the other party.

16. **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 Glove Box 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 that is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

17. **REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION.** The Glove Box agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. The Glove Box consents to be bound by the award of any arbitration conducted thereunder.”

18. **REQUIRED BY STATE LAW.**

- a. E-Verify. The Glove Box shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and shall ensure that each of its subcontractors also do so.
- b. NC Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel. The Glove Box represents and warrants that it is eligible to contract with the City because it is not identified as an ineligible company on the State Treasurer’s list created pursuant to G.S. 147-86.58 or identified as a restricted company for purposes of the Israel Boycott. Company also agrees to immediately notify the City if it is identified as an ineligible company on either list at any time during the term of this Contract.

19. **CHARLOTTE BUSINESS INCLUSION PROGRAM.** The City has adopted a CBI Policy, which is posted on the City’s website at <https://charlottenc.gov/GS/procurement/cbi/Pages/default.aspx>. The parties agree that:

- 19.1. That Charlotte Business Inclusion Program Policy (“CBI Policy”) and its Administrative Procedures Manual (“CBI Manual”) are posted on the City’s website and available in hard copy form upon request. Both the CBI Policy and CBI Manual comprise the CBI Program.
- 19.2. The terms of the CBI Program, as revised from time-to-time, are incorporated into this Agreement by reference; and
- 19.3. A violation of the CBI Program shall constitute a material breach of this Agreement and shall entitle the City to exercise any of the remedies set forth in the CBI Program, including but not limited to liquidated damages.
- 19.4. The City will incur damages if The Glove Box violates the CBI Program, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources. The parties further acknowledge and agree that the damages the City might reasonably be anticipated to incur as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, The Glove Box agrees to pay the liquidated damages assessed by the City at the rates set forth in the CBI Program for each specified violation. The Glove Box further agrees that for each specified violation the agreed upon liquidated damages are reasonably proximate to the loss the City will incur as a result of such violation. The City will incur costs if The Glove Box

violates the CBI Policy, and such costs are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, The Glove Box agrees to pay the City liquidated damages at the rates set forth in the CBI Policy.

- 19.5. Without limiting any of the other remedies the City has under the CBI Program, the City shall be entitled to withhold periodic payments and final payment due to The Glove Box under this Agreement until the City has received in a form satisfactory to the City all claim releases, payment affidavits and other documentation required by the CBI Program. In the event payments are withheld under this provision, The Glove Box waives any right to interest that might otherwise be warranted on such withheld amount under North Carolina General Statutes Section 143-134.1.
- 19.6. The remedies set forth in the CBI Program shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
- 19.7. The Glove Box agrees to participate in any dispute resolution process specified by the City from time-to-time for the resolution of disputes arising from the CBI Program
- 19.8. Nothing in this Section shall be construed to relieve The Glove Box from any obligation it may have under N.C. Gen. Stat. 143-134.1 regarding the payment of subcontractors.

20. CHARLOTTE BUSINESS INCLUSION MWSBE UTILIZATION AND REPORTING.

- 20.1. SUBCONTRACTING UTILIZATION. The Glove Box has committed to subcontract for supplies and/or services from City Certified Small Business Enterprises (SBEs), and/or City Registered Minority Business Enterprises (MBEs) and Woman Business Enterprises (WBEs) for the duration of the Contract, as follows:

Total MBE Utilization	0%
Total WBE Utilization	0%
Total SBE Utilization	0%
Total MWSBE Utilization	0%

The Glove Box shall not terminate, replace, or reduce the work of an MWSBE without providing written notice to the city as outlined in the CBI Policy. Failure of The Glove Box to fulfill these utilization requirements shall constitute a material breach of this Contract and shall entitle the City to exercise any of the remedies set forth in the CBI Policy, including but not limited to liquidated damages.

- 20.2. LETTERS OF INTENT. The Glove Box acknowledges that it will be required to execute one or more letters of intent on or prior to the Effective Date. Each letter of

intent will list the subcontractor (MWSBE) vendor name and the amount that The Glove Box has committed to spend with the subcontractor. The letter(s) of intent will be submitted in such format as the City shall determine. The Glove Box consents to submit its letter(s) of intent via the City's selected electronic compliance management system, at the City's option. The letter(s) of intent shall be deemed to be incorporated into this Contract when submitted by The Glove Box and accepted by the City. Any changes to letters of intent or any new letters of intent will also be deemed incorporated into this Contract when submitted by The Glove Box and accepted by the City.

- 20.3. PAYMENTS TO MWSBEs. The Glove Box shall abide by N.C. Gen. Stat. §143-134.1 (b) and within seven (7) days of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work completed or service provided under the subcontract. Furthermore, if The Glove Box has made a Quick Pay Commitment under the CBI Program, The Glove Box shall comply with any provisions of the Quick Pay Commitment that are more stringent than N.C. Gen. Stat. §143-134.1 (b) but shall also remain bound by N.C. Gen. Stat. §143-134.1(b).
- 20.4. PAYMENT REPORTING. As a condition to receiving payments under this Contract, The Glove Box agrees to submit any payment record into InclusionCLT, or any subsequent system designated by the City, detailing the amounts paid by The Glove Box to all subcontractors and suppliers receiving payment in connection with this Contract.

21. GENERAL.

- 21.1. ENTIRE AGREEMENT/AMENDMENT. This Contract is the parties' entire agreement regarding its subject matter. It supersedes all prior agreements, negotiations, representations, and proposals, written or oral. No change order, amendment, or other modification to this Contract will be valid unless in writing and signed by both The Glove Box and the City. Clicking "consent" or "agree" electronically when accessing software or a website will not constitute a writing sufficient to bind the City.
- 21.2. RELATIONSHIP OF THE PARTIES. The parties' relationship under this Contract is solely that of independent contractors. Nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party has power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.
- 21.3. MULTIPLE CONTRACT AWARDS. This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by

- this Contract if the City deems multiple Contracts to be in the City's best interest.
- 21.4. **GOVERNING LAW AND VENUE.** North Carolina law will govern all matters relating to this Contract (without regard to North Carolina conflicts of law principles). Any legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina, other than actions to enforce a judgment.
- 21.5. **ASSIGNMENT/SUBCONTRACTING.** Neither party may assign or subcontract any of its rights or obligations under this Contract without prior written consent of the other party. Unauthorized assignments shall be void.
- 21.6. **DELAY / CONSEQUENTIAL DAMAGES.** The City will not be liable to The Glove Box, its agents, or any subcontractor for or any delay in performance by the City, or for any consequential, indirect, or special damages or lost profits related to this Contract.
- 21.7. **SEVERABILITY.** The invalidity of one or more provisions of this Contract will not affect the validity of the remaining provisions so long as the material purposes of the Contract can be achieved. If any provision of this Contract is held to be unenforceable, then both parties will be relieved of the unenforceable obligations, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 21.8. **PUBLICITY.** The Glove Box may not identify or reference the City or this Contract in any advertising, sales promotion, or other materials without the City's prior written consent of the City *except* (i) The Glove Box may list the City as a reference, and (ii) The Glove Box may identify the City as a customer in presentations to potential customers.
- 21.9. **WAIVER.** No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Contract shall impair or be construed as a waiver of such right or remedy. 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.
- 21.10. **SURVIVAL.** Any provision of this Contract that contemplates performance or observance subsequent to termination or expiration of this Contract shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to warranties and warranty disclaimers, intellectual property ownership, indemnity, payment terms, and confidentiality.
- 21.11. **TAXES.** The Glove Box will pay all applicable federal, state, and local taxes that may be chargeable against the performance of the Services.
- 21.12. **CONSTRUCTION OF TERMS.** Both parties have carefully considered the particular language used in this Contract. The general rule of law that ambiguities are construed against the drafter will not apply.
- 21.13. **DAYS.** Unless specifically stated otherwise, all references to days in this Contract refer to calendar days rather than business days. Any references to "business days" shall mean the days that the City's main office at 600 East Fourth Street, Charlotte, NC, is open for the public to transact business.
- 21.14. **CONFLICTS OF INTEREST.** The Glove Box will not take any action that is or is likely to be perceived as a conflict of interest under this Contract. The Glove Box has not made and will not make any gifts to City employees or officials in connection with this Contract.
- 21.15. **COMPLIANCE WITH LAWS.** The Glove Box and its subcontractors will comply with all local, state, and federal ordinances, statutes, laws, rules, regulations, and standards ("Applicable Law") in performing this Contract. The Glove Box represents and warrants that each deliverable provided under this Contract will comply with all Applicable Law, including without limitation the Americans With Disabilities Act.
- 21.16. **PRE-AUDIT.** No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.

Exhibit C - PRICE SCHEDULE

This Attachment is attached and incorporated into the CCPA Fire EMS Supplies (the "Contract") between the City of Charlotte and The Glove Box, Inc. ("The Glove Box"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

The Glove Box shall provide the Products and Services detailed in this Contract at prices set forth below.

CATEGORY 2 - GLOVES

ITEM	DESCRIPTION	MFG NAME	MFG NUMBER	UNIT OF MEAS	AMT PER UNIT	BIDDERS MFG NAME	BIDDER'S PROD NUMBER	EST ANNUAL QTY	UNIT PRICE	EXTENDED PRICE
1	Gloves, Supreno EC, SM, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50/bx 10bx/cs	Ansell Healthcare Products LLC	SEC-375-S	BX	50	Nitrile Plus	150-6	640	\$6.53	\$4,179.20
2	Gloves, Supreno EC, MED, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50/bx 10bx/cs	Ansell Healthcare Products LLC	SEC-375-M	BX	50	Nitrile Plus	150-7	640	\$6.53	\$4,179.20
3	Gloves, Supreno EC, LG, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50/bx 10bx/cs	Ansell Healthcare Products LLC	SEC-375-L	BX	50	Nitrile Plus	150-8	4000	\$6.53	\$26,120.00
4	Gloves, Supreno EC, XL, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50/bx 10bx/cs	Ansell Healthcare Products LLC	SEC-375-XL	BX	50	Nitrile Plus	150-9	4000	\$6.53	\$26,120.00
5	Gloves, Freeform SE, MED, Standard Exam, Nitrile, Latex Free, Powder Free	Ansell Healthcare Products LLC	FFS-700-M	BX	100	Nitriflex	094-7	640	\$5.22	\$3,340.80

	100/bx 10bx/cs									
6	Gloves, Freeform SE, LG, Standard Exam, Nitrile, Latex Free, Powder Free 100/bx 10bx/cs	Ansell Healthcare Products LLC	FFS-700-L	BX	100	Nitriflex	094-8	4000	\$5.22	\$20,880.00
7	Gloves, Freeform SE, XL, Standard Exam, Nitrile, Latex Free, Powder Free 100/bx 10bx/cs	Ansell Healthcare Products LLC	FFS-700-XL	BX	100	Nitriflex	094-9	4000	\$5.22	\$20,880.00
11	Gloves, KC500 Purple Nitrile-XTRA, LG, Latex Free, Powder Free, 12 in Cuff 50/bx 10bx/cs	O&M Halyard, Inc.	39507	BX	500	Nitrile Xtend	156-8	4000	\$6.73	\$26,920.00
12	Gloves, KC500 Purple Nitrile, MED, Latex Free, Powder Free, 9.5 in Cuff 100/bx 10bx/cs	O&M Halyard, Inc.	55082	BX	100	Unipro	702-8	460	\$6.11	\$2,810.60
13	Gloves, KC500 Purple Nitrile, LG, Latex Free, Powder Free, 9.5 in Cuff 100/bx 10bx/cs	O&M Halyard, Inc.	55083	BX	100	Nitrile Flex	094-8	4000	\$5.22	\$20,880.00
14	Gloves, KC500 Purple Nitrile, XL, Latex Free, Powder Free, 9.5 in Cuff 90/bx 10bx/cs	O&M Halyard, Inc.	55084	BX	90	Unipro	702-9	4000	\$6.11	\$24,440.00

ATTACHMENT C.1 – CCPA ADMINISTRATIVE FEES

CCPA ADMINISTRATIVE FEES

1. Administrative Fees:

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

1 %

2. Non-Core Items – Fixed Percentage Discount

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

- a. Insert the verifiable catalog name/edition: Shieldline 2024
- b. Insert the fixed percentage discount for Non-Core Items: 0

3. Pricing Incentives and Rebates:

Please identify any incentives and rebates offered based on volume, dollar amounts, core credits, or other criteria below:

Rebate Description	Amount or Percentage
N/A	

Payment Terms: Net 30 or VISA

Delivery After Receipt of Order: 2 – 3 business days

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

Date: 02/12/2024

Company: The Glove Box, Inc.

By: Donald Kim / Gov't Sales Manager

Signature: 

Print Name and Title of Signatory

EXHIBIT D - SPECIFICATIONS

This Attachment is attached and incorporated into the CCPA Fire EMS Supplies (the "Contract") between the City of Charlotte and The Glove Box, Inc. ("The Glove Box"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

1.1. Background:

The Charlotte Fire Department (CFD) provides EMS/First Responder emergency services from 43 fire stations. Various supplies are needed to provide first responders with medical aid and basic life support. Supplies include but are not limited to, bandages, airway devices, EMS gloves, splints, OB kits, stethoscopes, blood pressure cuffs, EMS equipment bags, etc.

1.2. Scope:

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

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

1.3. Quantities:

The City does not guarantee quantities and will purchase quantities of Products according to actual need during the term of the Contract. The quantities listed in this ITB are estimates only and may differ substantially from actual quantities ordered. Multiple orders will be placed on an as needed basis during the term of the Contract.

1.4. Alternate Products:

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

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

1.5. Warranty:

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

- 1.5.1 The Company shall provide the City with two copies of the manufacturer's written warranty for each item of equipment.

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

1.6. Pricing:

Bids shall be submitted as a fixed unit price per item that includes shipping and delivery, any discounts, vendor markup/profit, item cost and storage. No other charges are allowed.

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

1.6.1 Administrative Fees.

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

1.6. Core Items – Fixed Unit Price:

- 1.6.2.1 The Company must submit pricing on the items provided in the Price Sheet in Excel format.

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

1.6.2.3 DO NOT include taxes in your pricing.

1.6.3 Non-Core Items – Fixed Percentage Discount:

The Company must provide a fixed percentage discount on all Non-Core items provided in their verifiable catalog as outlined on the Price Sheet.

1.6.4 Pricing Incentives and Rebates:

Please Identify any incentives and rebates offered based on volume, dollar amount, or other criteria.

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

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

1.7. Delivery:

All Products provided under this contract must be delivered F.O.B. Destination within 14 business days from the placement of order. Workdays are Monday through Friday, excluding recognized City, State and Federal holidays. Delivery and freight charges are to be included in discount price. Failure to comply with this requirement shall be cause to terminate this contract unless such failure is confined to infrequent and isolated instances, which do not involve major purchases.

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

1.7.1 The City and Participating Public Agencies will require deliveries to their specific locations. The Company must agree to provide the same delivery terms and conditions to all Participating Public Agencies that utilize this Contract through CCPA.

1.8. Delivery Personnel:

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

1.9. Invoices:

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

1.9.1 It is acknowledged and agreed that having correctly priced invoices is a material element of the proposal to the City. Failure by the Company to submit correct invoices may be grounds for termination of the contract. Without limiting the City's right to terminate the contract for incorrect pricing on invoices, the Company agrees to pay the City a service fee for correcting invoices equal to twenty-five dollars (\$25) for each item incorrectly priced on an invoice. Payment must be in the form of a deduction from other amounts owed to the Company.

Invoices must include only Products and Services that have been delivered and completed.

1.9.2 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.

1.10 CCPA Quarterly Reports.

The Company shall provide quarterly usage reports in Excel format to City Procurement by the 30th of January, April, July, and October. Quarterly reports must be designed in such a manner that the information captured in the report reflects all purchases received by the Company. The reports must include but not be limited to the City department, Participating Public Agency name, category, Purchase Order number or purchase mechanism, product/service description, product number, unit of measure, quantity, applicable percentage discount/list price, fixed unit price, and extended price for each item.

If there is no activity during a given quarter, the Company shall submit a report which indicates "no sales this quarter."

The CCPA will send reminder notices for quarterly reports via email ten (10) business days prior to their due date. There will be no additional email reminders for Companies to submit quarterly reports. The Company will be responsible for ensuring the

CCPA Administrator has the correct email address for the person responsible for all quarterly reports. This information must be submitted to ccpa@charlottenc.gov.

Reports which do not adhere to the required format and/or are not supported by complete, legible, copies of all purchase orders in their entirety will be returned to the Company for correction of cited deficiencies. The Company shall notify the CCPA Administrator to any delay in providing any usage report or remittance.

The City and the Participating Public Agency reserves the right to request additional information. All reports shall be subject to audit by the CCPA.

1.11 Business Reviews.

The Company must perform a minimum of one business review with the CCPA per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

1.12 Award of Contract:

The City reserves the right to award this contract based on the lowest responsive responsible bidder taking into consideration the Company's 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 City and CCPA.

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

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

1.13 City Contracting Requirements:

The City will enter into an Agreement written by the City with the successful Bidder that contains the terms and conditions set forth in this ITB and Sample Contract. Each Bidder must state specifically in its bid response any exceptions to the terms and conditions included in this ITB, or the sample Contract and any proposed additional terms or conditions deemed important by the Bidder. The City will take any such exceptions and proposed additions into account during the evaluation process. Any terms and conditions that the Bidder does not specifically object 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 this ITB are not all inclusive. The City may propose additional terms and conditions based on the responses to this ITB and the City's analysis of the successful bid.

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

1.14 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.

1.15 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, 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.

1.16 Permitting Responsibilities:

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

1.17 No Limitations on Disclosure.

All Bidders 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 in the course of this bid process or under the 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.

1.18 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.

such individuals are employed by the City and are authorized to make such purchases.

1.19 Returns and Restocking Charges:

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

1.20 Placement of Orders:

All orders will be placed by City designated personnel on an as needed basis for the quantity required at the time during the term of the Contract. Orders will be placed by means of a purchase order, or other approved authorization method.

1.21 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 Bidder submits samples of such products for testing and evaluation in compliance with Sections 1.22 and 1.23 of this ITB. Any Alternates that are approved by the City will be listed in an Addendum subsequent to issuance of this 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.

CATEGORY 1- EMS MEDICAL SUPPLIES:					
ITEM	DESCRIPTION	MFG NAME	MFG NUMBER	UNIT OF MEASURE	PKG QTY
1	4" Roll Gauze Sterile	Dynarex	279-3114EA	EA	1/EA
2	4x4 12ply Gauze Pad Sterile 1's	Dynarex	279-3354BG	BX	100/BX
3	6" Roll Gauze Sterile	Dynarex	279-3116BG	BX	6/BX
4	8"x10" Gauze Pad, 24/bx	Dynarex	279-3503EA	EA	1/EA
5	Adult Nebulizer with Mask	Med-Tech	533-MS-22885EA	EA	1/EA
6	Alcare/Foam Alcohol 5.4oz	Steris	296398	EA	1/EA
7	Alcohol Pads Medium 2ply Sterile	Steris	1330-85300	BX	200/BX
8	B/P Cuff Adult	Veridian	817300	EA	1/EA
9	B/P Cuff Child	Veridian	817306	EA	1/EA
10	B/P Cuff Large Adult	Veridian	817303	EA	1/EA
11	Baby Aspirin 81mg Chewable Tablets (36/Bottle)	Geri-Care	911316	BO	36/BT
12	Berman Airway 100mm Red	Sun Med	792-1-1508-99EA	EA	1/EA
13	Berman Airway 110mm Orange	Sun Med	792-1-1508-11EA	EA	1/EA
14	Berman Airway 40mm Pink	Sun Med	792-1-1508-40EA	EA	1/EA
15	Berman Airway 50MM Blue	Sun Med	792-1-1508-50EA	EA	1/EA
16	Berman Airway 60mm Black	Sun Med	792-1-1508-60EA	EA	1/EA
17	Berman Airway 80mm Green	Sun Med	792-1-1508-80EA	EA	1/EA
18	Berman Airway 90mm Yellow	Sun Med	792-1-1508-90EA	EA	1/EA
19	Bio-Hazard Red Bags Small 24 X24 7-10 gl, 250/cs	Medegen	1071-45500	CS	250/CS
20	Burn Sheet 60" x 96"	MedSource	30061MS	EA	1/EA
21	BVM "The Bag II" Adult - Laerdal	Laerdal Medical Corporation	L840044	EA	1/EA
22	BVM "The Bag II" Child - Laerdal	Laerdal Medical Corporation	L840034	EA	1/EA

23	BVM "The Bag II" Infant - Laerdal	Laerdal Medical Corporation	485-845031	EA	1/EA
24	C-Collar Adult Adjustable ACE	Laerdal Medical Corporation	260281	EA	1/EA
25	C-Collar Pediatric Adjustable Mini ACE	Laerdal Medical Corporation	260280	EA	1/EA
26	Cold Packs 5" x 9"	Laerdal Medical Corporation	220227	EA	1/EA
27	Emergency Blanket 54x80 yellow	Dukal	276-7303EA	EA	1/EA
28	GAUZE VASELINE 3"X9", 50/bx	Dukal	150066K1	EA	1/EA
29	Glucose Transcend Gel Strawberry (3/Pk)	Life Nutrition LLC	662248	PK	3/PK
30	Isolation Gowns, elastic cuffs, blue	Dukal	X2315	BX	10/BX
31	Kit OB Standard	Motion Medical	540-1702EA	EA	1/EA
32	Lubricating Jelly	Dynarex	1340-27000	BX	144/BX
33	Laerdal Suction Battery LCSU4	Laerdal Medical Corporation	2223-11388	EA	1/EA
34	Lancet Surgilance, Orange, 22g	Medipurpose	E6254	BX	100/BX
35	Mega Mover 1000 lb. Large Capacity	Graham Medical	111500	EA	1/EA
36	Nasal Airway #28 Robertazzi	Dynarex	2021-45928	CS	10/CS
37	Nasal Airway #30 Robertazzi	Dynarex	2021-45930	CS	10/CS
38	Nasal Airway #32 Robertazzi	Dynarex	2021-45932	CS	10/CS
39	Nasal Airway #34 Robertazzi	Dynarex	2021-45934	CS	10/CS
40	Nasal Airway #36 Robertazzi	Dynarex	2021-45936	CS	10/CS
41	Nasal Cannula Adult	Teleflex Medical, Inc.	36-1103EA	EA	1/EA
42	Nasal Cannula Pediatric	Ventlab	87-1207EA	EA	1/EA
43	Nebulizer w/Tee	Med-Tech	301-200EA	EA	1/EA
44	Padded Board Splint 15" Orange	Dick Medical Supply	660012	EA	1/EA
45	Padded Board Splint 36" Orange	Dick Medical Supply	3012-03434	EA	1/EA

46	Padded Board Splint 36" Yellow	Dick Medical Supply	3012-03434	EA	1/EA
47	Pedi Nebulizer with Mask	Med-Tech	301-203EA	EA	1/EA
48	Penlights	Veridian	32762	PK	6/PK
49	Pulse Ox Fingertip	Veridian	69100MS	EA	1/EA
50	Razor Gallant Prep	Dynarex	540047	EA	1/EA
51	Ring Cutter	ADC	066-380	EA	1/EA
52	Ring Cutter Blades	ADC	902213	EA	1/EA
53	Safety Glasses V30 Nemesis Black Frame W/ Clear Af Lens	Kimberly Clark	1022-25676	EA	1/EA
54	Saline .9% Irrigation 250ML	Nurse Assist	1922-06270	CS	24/CS
55	Saline .9% Irrigation 500ML	Nurse Assist	1922-62800	EA	1/EA
56	Sharps Container 5 QT Counter Balanced Red	Covidien	298507SA	EA	1/EA
57	Sharps Container Small 1qt	Covidien	298303	EA	1/EA
58	Sharps Shaft Clear	Dynarex	DY4630	EA	1/EA
59	Shears Black	Dynarex	728932	EA	1/EA
60	Stethoscope Adult Sprague 22"	Veridian	817324	EA	1/EA
61	Strap 5' 2pc Plastic Side Release Loop-Lok Orange	Dick Medical Supply	503602O	EA	1/EA
62	Strap 5' 2pc Push Button Loop-Lok Orange	Dick Medical Supply	506022O	EA	1/EA
63	Suction Unit Canisters 300ml for LCSU - Laerdal	Laerdal Medical Corporation	2212-86100	EA	1/EA
64	Suction Unit LCSU4 - Laerdal	Laerdal Medical Corporation	2221-61088	EA	1/EA
65	Suction Unit Power Cord12v DC for LCSU - Laerdal	Laerdal Medical Corporation	884500	EA	1/EA
66	Surgical Mask N95 flat fold	3M	1031-87010	BX	20/BX
67	Tape 1" silk	Dukal	080110	BX	12/BX
68	Tape 2" silk	Dukal	080210	BX	6/BX
69	Triangular Bandage	MedSource	1124-32400	PK	12/PK

70	Yankauer Suction Tip Super Stick	Med-Tech	750400	EA	1/EA
71	Blood Glucose Test Strips, Assure Prism Multi	Ascensia Diabetes Care	2763-53050	BX	50/BX
72	Control Solution, Assure Prism Multi, L1 and L2	Assure	2762-53060	BX	1/BX
73	Yankauer Suction Handle, Vented Bulb Tip Sterile	Dynarex	2211-04690	EA	1/EA
74	Curaplex Oxygen Mask, Adult Total NRB w/o Vent Reservoir bag	Curaplex	533-MS-25060EA	EA	1/EA
75	Curaplex Oxygen Mask, Pedi Total NRB w/o Vent Reservoir bag	Curaplex	533-MS-25058EA	EA	1/EA

CATEGORY 2 MEDICAL GLOVES:					
ITEM	DESCRIPTION	MFG NAME	MFG NUMBER	UNIT OF MEASURE	PKG QTY
1	Gloves, Supreno EC, SM, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50/bx 10bx/cs	Ansell Healthcare Products LLC	SEC-375-S	BX	50
2	Gloves, Supreno EC, MED, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50/bx 10bx/cs	Ansell Healthcare Products LLC	SEC-375-M	BX	50
3	Gloves, Supreno EC, LG, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50/bx 10bx/cs	Ansell Healthcare Products LLC	SEC-375-L	BX	50
4	Gloves, Supreno EC, XL, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50/bx 10bx/cs	Ansell Healthcare Products LLC	SEC-375-XL	BX	50
5	Gloves, Freeform SE, MED, Standard Exam, Nitrile, Latex Free, Powder Free 100/bx 10bx/cs	Ansell Healthcare Products LLC	FFS-700-M	BX	100
6	Gloves, Freeform SE, LG, Standard Exam, Nitrile, Latex Free, Powder Free 100/bx 10bx/cs	Ansell Healthcare Products LLC	FFS-700-L	BX	100
7	Gloves, Freeform SE, XL, Standard Exam, Nitrile, Latex Free, Powder Free 100/bx 10bx/cs	Ansell Healthcare Products LLC	FFS-700-XL	BX	100
8	Gloves, Nitriderm Ultra Orange, SM, Powder Free, Nitrile 1000/cs (100/bx 10bx/cs)	Innovative Healthcare	199100	CS	1000
9	Gloves, Nitriderm Ultra Orange, MED, Powder Free, Nitrile 1000/cs (100/bx 10bx/cs)	Innovative Healthcare	199200	CS	1000
10	Gloves, Nitriderm Ultra Orange, LG, Powder Free, Nitrile 1000/cs (100/bx 10bx/cs)	Innovative Healthcare	199300	CS	1000
11	Gloves, KC500 Purple Nitrile-XTRA, LG, Latex Free, Powder Free, 12 in Cuff 50/bx 10bx/cs	O&M Halyard, Inc.	39507	BX	500
12	Gloves, KC500 Purple Nitrile, MED, Latex Free, Powder Free, 9.5 in Cuff 100/bx 10bx/cs	O&M Halyard, Inc.	55082	BX	100
13	Gloves, KC500 Purple Nitrile, LG, Latex Free, Powder Free, 9.5 in Cuff 100/bx 10bx/cs	O&M Halyard, Inc.	55083	BX	100
14	Gloves, KC500 Purple Nitrile, XL, Latex Free, Powder Free, 9.5 in Cuff 90/bx 10bx/cs	O&M Halyard, Inc.	55084	BX	90

EXHIBIT E - FEDERAL CONTRACTING TERMS

This Attachment is attached and incorporated into the CCPA Fire EMS Supplies (the "Contract") between the City of Charlotte and The Glove Box, Inc. ("The Glove Box"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern. Unless if indicated to the contrary, these provisions will not apply to The Glove Box while doing work for Aviation (the Charlotte Douglas International Airport).

1. **Debarment and Suspension.** The Glove Box represents and warrants that, as of the Effective Date of the Contract, neither The Glove Box nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term The Glove Box or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, The Glove Box shall notify the City immediately. The Company's completed Vendor Debarment Certification is incorporated herein as provided in this Attachment below.
 2. **Record Retention.** The Glove Box certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Glove Box further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
 3. **Procurement of Recovered Materials.** The Glove Box represents and warrants that in its performance under the Contract, The Glove Box shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 4. **Clean Air Act and Federal Water Pollution Control Act.** The Glove Box agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations
- must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 5. **Energy Efficiency.** The Glove Box certifies that The Glove Box will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Glove Box certifies that:
 - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of The Glove Box, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
 - 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, The Glove Box shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
 - 6.3. The Glove Box shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- 6.4. The Glove Box's completed Byrd Anti-Lobbying Certification is incorporated herein as provided in this Attachment below.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, The Glove Box must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, The Glove Box is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** The Glove Box shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. **Federal Government Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, The Glove Box, or any other party pertaining to any matter resulting from the Contract.
11. **Domestic Preferences For Procurements.** As appropriate and to the extent consistent with law, The Glove Box should, to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For the purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ATTACHMENT E.1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution

I hereby certify as stated above:

Donald Kim

(Print Name)



Signature

Gov't Sales Manager

Title

02/12/2024

Date

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

(Print Name)

Signature

EXHIBIT E.2 - BYRD ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 [1/19/96]].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Donald Kim _____
(Print Name)

Authorized Signature

02/12/2024 _____
Date

The Glove Box, Inc. _____
Company Name
PO Box 410392 _____
Address
Charlotte, NC 28241 _____
City/State/Zip

EXHIBIT F - FEDERAL TRANSIT ADMINISTRATION CONTRACTING TERMS

This Attachment is attached and incorporated into the CCPA Fire EMS Supplies (the "Contract") between the City of Charlotte and The Glove Box, Inc. ("The Company"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern. Unless indicated to the contrary, these provisions will not apply to the Company while doing work for Aviation (the Charlotte Douglas International Airport).

1. THE COMPANY SHALL COMPLY WITH ALL FEDERAL REQUIREMENTS.

- A. The Company acknowledges and understands that this Contract will be financed at least partially with funding from the federal government. The Company further acknowledges and understands that this Contract is therefore subject to: (1) all applicable federal laws, (2) all applicable federal regulations, (3) all applicable federal policies, (4) the conditions and requirements of all federal grants that in any way will fund any part of the work under this Contract, and (5) the most recent Federal Transit Administration's "Master Agreement," including any certifications or contract provisions that the Master Agreement requires to be included in this Contract. For purposes of these Federal Contracting Requirements, items (1) through (5) in the immediately preceding sentence, as those items may be amended or updated from time to time, are referred to collectively as "Federal Law."
- B. All provisions of Federal Law are incorporated into this Contract by reference and are fully binding on the Company as if they were recited here verbatim. The Company shall ensure that all provisions of Federal Law are incorporated into all subcontracts (of every tier) and in all contracts with those supplying any materials, equipment, or other products related in any way to this Contract, such that all subcontractors of every tier and all suppliers are contractually required to comply with all provisions of Federal Law.
- C. The Company at all times shall: (1) fully comply with all provisions of Federal Law, (2) ensure that all work under this Contract (including, by example only, all subcontracted work) fully complies with all provisions of Federal Law, and (3) ensure that no aspect of the Company's performance under this Contract would cause the City or any of its officials, employees, or agents to be at any risk of violating any provision of Federal Law. In addition, the Company shall not perform any act, fail to perform any act, or refuse to comply with any City request to the extent that doing any of those things would create any risk of the City or any of its officials, employees, or agents being in violation of any provision of Federal Law.
- D. These Federal Contracting Requirements identify and summarize many provisions of Federal Law. However, the Company acknowledges and agrees that the Company is fully and ultimately responsible for identifying and learning about all provisions of Federal Law. If these Federal Contracting Requirements omit any provision or requirement of Federal Law, the Company shall remain fully responsible for identifying and learning about that provision or requirement and for fully satisfying the Company's obligations under Article 1.1.C of these Federal Contracting Requirements with respect to that provision or requirement. The Company shall not be excused from ensuring full compliance with any provision or requirement of Federal Law because that provision or requirement is omitted from these Federal Contracting Requirements, nor shall the Company have any claim or remedy against the City because any such provision or requirement has been so omitted.
- E. By executing this Contract, the Company represents to the City and covenants with the City that, as of the date that this Contract takes effect, the Company has fully complied with all provisions of Federal Law and that the Company shall continue to fully comply with all provisions of Federal Law at all times while this Contract is in effect.
- F. Notwithstanding any other provision in this Contract, the Company and the City agree that Federal Law and these Federal Contracting Requirements take priority over all other Contract provisions. This means that, if a conflict arises between another Contract provision and any provision of Federal Law or of these Federal Contracting Requirements, such that the Company cannot satisfy both provisions, the Company shall fully comply with the provision of Federal Law or of these Federal Contracting Requirements. In such a situation, the Company shall disregard the other, conflicting Contract provision, but the Company shall do so only to the minimal extent needed to comply fully with Federal Law and with these Federal Contracting Requirements, and the Company otherwise shall fully comply with that conflicting Contract provision to the extent possible.
- G. The Company and the City agree that, in any situation where the Company can comply with both another Contract provision and with a provision of Federal Law or of these Federal Contracting Requirements, even if the two provisions address the same subject matter (e.g., if another Contract provision imposes an obligation on the Company beyond those obligations imposed by Federal Law), that will not be deemed a conflict. Rather, in such a situation, the Company shall fully comply with Federal Law, with these Federal

Contracting Requirements, and with the other Contract provision.

2. ACCESS TO CONTRACT RECORDS.

- A. For purposes of this Article 2 of these Federal Contracting Requirements, "Contract Records" means all documents (whether in hard copy, digital, or other format) that refer or relate to any aspect of this Contract or to the Company's performance under this Contract. By example only (and not for purposes of limitation), Contract Records include all of the following to the extent that they refer or relate to any aspect of this Contract or to the Company's performance under this Contract: subcontracts, contracts with suppliers and other third parties, invoices and other billing records, audits and other financial and accounting records, memos, letters, and emails.
- B. For purposes of this Article 2 of these Federal Contracting Requirements, "Retention End Date" means the later of:
 - (a) The third anniversary of the date on which this Contract is terminated or expires, or
 - (b) If, on or before that third anniversary, the Company has received notice (from the City or otherwise) of one or more lawsuits, legal proceedings, disputes, audits, or investigations related in any way to this Contract, the date on which the City later notifies the Company in writing that all such lawsuits, legal proceedings, disputes, audits, and investigations have fully and finally concluded. The City and the Company intend for all Contract Records to be retained, maintained, and made available for inspection and copying until all such lawsuits, legal proceedings, disputes, audits, and investigations have fully and finally concluded, even if that requires retaining, maintaining, and making those records available after the third anniversary of this Contract's termination or expiration.
- C. Through and including the Retention End Date, (a) the Company shall retain and maintain all Contract Records that the Company ever creates, receives, or otherwise possesses or controls so that those Contract Records are always complete, legible, and readily accessible, (b) as the City may request from time to time, the Company shall promptly make any and all Contract Records available for inspection and copying by the City, by the federal government, and by their respective Companies and agents, and (c) the Company shall comply with all requirements imposed by 2 C.F.R. §200.333.
- D. Through and including the Retention End Date, the Company shall ensure that each subcontractor (of every tier) and each supplier providing any material, equipment, or other product shall: (a) retain and maintain all Contract Records that the subcontractor or

supplier ever creates, receives, or otherwise possesses or controls so that those Contract Records are always complete, legible, and readily accessible, (b) as the City may request from time to time, promptly make any and all Contract Records in that subcontractor's or that supplier's possession or control available for inspection and copying by the City, by the federal government, and by their respective Companies and agents, and (c) comply with all requirements imposed by 2 C.F.R. §200.333.

- E. In addition to taking all other necessary and appropriate steps to satisfy its obligations under Article 2.B(2) of these Federal Contracting Requirements, the Company shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier retain, maintain, and make available Contract Records as required by Article 2.B(2).
- F. This Article 2 will survive this Contract's termination or expiration regardless of how, when, or under what circumstances this Contract is terminated or expires.

3. BUY AMERICA

- A. For purposes of this Contract, the "Buy America Requirements" means all requirements imposed by 49 U.S.C. §5323(j) and 49 CFR Part 661, as those provisions may be amended from time to time. For example, the Buy America Requirements include a requirement that iron, steel, and manufactured products supplied or used under this Contract are manufactured in the United States or otherwise originate in the United States.
- B. The Company shall comply with all Buy America Requirements and shall take all steps necessary and appropriate to ensure that no aspect of the work under this Contract puts the City out of compliance with any of the Buy America Requirements. The Company shall provide the City, in accordance with this Article 3, with all certifications that may be requested or required from time to time by the City or by the federal government related in any way to the Company's compliance with the Buy America Requirements.
- C. The Company shall ensure that each subcontractor (of every tier) and each supplier providing any material, equipment, or other product for this Contract: (1) fully complies with the Buy America Requirements, (2) provides the City, in accordance with this Article 3, with all certifications that may be requested or required from time to time by the City or by the federal government related in any way to that subcontractor's or that supplier's compliance with the Buy America Requirements, and (3) fully complies with all other requirements that this Article 3 contemplates for, or imposes on, subcontractors or suppliers. In addition to taking all other necessary and appropriate steps to

satisfy its obligations under this Article 3.C, the Company shall ensure that each subcontract (at every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with all Buy America Requirements and with this Article.3.

- D. All certifications submitted to the City under this Article 3 – whether submitted by the Company, by a subcontractor, or by a supplier – must be complete and must be submitted on forms provided by or approved by the City. The first time that the Company proposes to use a particular material, equipment, or product from a particular manufacturer, the Company must submit with its certification under this Article 3 a signed letter from the manufacturer confirming that the material, equipment, or product satisfies all Buy America Requirements. In addition to complying with any other requests from the City to provide certifications under this Article 3, the Company shall submit a certification of its compliance with all Buy America Requirements with each submittal or payment request that it submits to the City and when all work is fully and finally completed. If the Company fails to submit a proper certification under this Article 3 by any deadline specified by this Contract or by the City, the City may withhold any and all payments due to the Company under this Contract until the Company brings itself into full compliance with this Article 3.
- E. If the Contractor believes it is necessary to provide iron, steel, or manufactured products that do not comply with the Buy America Requirements or that otherwise would put the City, the Work, or the Project out of compliance with the Buy America Requirements, the Contractor will submit a written justification to the City detailing the item, its estimated cost, the Contractor's rationale for using it, and the reasons that the Contractor believes that the Buy America Requirements cannot be satisfied. The City will determine whether to request a waiver of the Buy America Requirements for that item from the federal government. If the City decides not to request a waiver, or if the City requests a waiver but that request is not approved, the Contractor will fully satisfy its obligations under this Article 1.3 and will not be entitled to any remedy.
- F. The City from time to time may investigate whether the Contractor, any subcontractor, and/or any supplier has complied with or is complying with this Article 1.3. If the City conducts such an investigation, the Contractor will fully cooperate with that investigation and will ensure that each subcontractor (of every tier) and each supplier does the same. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 1.3.F, the Contractor will ensure that each subcontract (of every tier) and each supplier contract related to the Work or to the Project

includes provisions requiring that the subcontractor or the supplier fully cooperate with any such investigation.

- G. Any violation of the Buy America Requirements or of this Article 1.3 by the Contractor, by any subcontractor, or by any supplier will be deemed a material breach of this Contract by the Contractor. If such a breach happens, the City may terminate this Contract for default and/or may pursue any and all other remedies that the City has under this Contract or under the law. To avoid any doubt, the Contractor's obligations under Article 41.12 of this Contract's General Conditions include an obligation to defend, indemnify, and hold harmless each and all of the Indemnitees (as that term is defined in Article 41.12) against any Charges (as that term is defined in Article 41.12) arising out of or related to any violation of the Buy America Requirements or of this Article 1.3 by the Contractor, by any subcontractor, or any supplier.
- H. The Company acknowledges and agrees that, to the extent that the Vendor or any subcontractor or any supplier will provide any rolling stock under this Contract, the "Buy America Requirements" for purposes of this Article 3 also include all requirements imposed by 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, as those provisions may be amended from time to time. It is solely the Vendor's responsibility to determine whether the Company, each subcontractor, and each supplier will provide any rolling stock such that 49 U.S.C. 5323(j)(2)(C) and/or 49 C.F.R. 661.11 apply.

4. CIVIL RIGHTS LAWS AND REGULATIONS.

The Company acknowledges that the City must comply with all applicable federal civil rights laws and regulations and with 49 U.S.C. § 5323(h) (3) to the extent that the statute is applicable. The Company acknowledges and agrees that "Federal Law" for purposes of Article 1.1 of these Federal Contracting Requirements includes all applicable federal civil rights laws and regulations, as they may be amended from time to time. Some of those civil rights laws and regulations are identified and summarized below, and the Company acknowledges that its obligations under Article 1.1 of these Federal Contracting Requirements include an obligation to fully comply with the laws and regulations identified below and to ensure that all suppliers and all subcontractors (of every tier) fully comply with those laws and regulations. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 4, the Company shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 4 and with all applicable federal civil rights laws and regulations. Applicable federal civil rights laws and regulations include, by example only and not for purposes of limitation:

- A. **Nondiscrimination.** 49 U.S.C. § 5332 and its implementing regulations, which prohibit

discriminating against any employee or any applicant for employment because of race, color, religion, national origin, sex, disability, or age.

- B. **Race, Color, Religion, National Origin, Sex.** Federal laws and regulations requiring that all job applicants must be employed, and all employees must be treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). For example, a person's race, color, religion, national origin, or sex cannot be considered for purposes of hiring; promotion; demotion or transfer; recruitment or recruitment advertising; layoff or termination; determining rates of pay or other forms of compensation; or selection for training, including apprenticeship. The laws and regulations imposing these requirements include for example Title VII of the Civil Rights Act (42 U.S.C. § 2000e *et seq.*); 49 U.S.C. § 5332 and its implementing regulations; United States Department of Labor regulations ("Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor") found in 41 C.F.R., Chapter 60; and Executive Order No. 11246 ("Equal Employment Opportunity in Federal Employment") dated September 24, 1965 and found at 42 U.S.C. § 2000e.
- C. **Age.** Federal laws and regulations prohibit discriminating against current or prospective employees on the basis of age. These laws and regulations include for example the Age Discrimination in Employment Act (29 U.S.C. §§ 621-634); United States Equal Employment Opportunity Commission (U.S. EEOC) regulations ("Age Discrimination in Employment Act") found in 29 C.F.R. part 1625; the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*); United States Department of Health and Human Services regulations ("Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance") found in 45 C.F.R. part 90; and 49 U.S.C. § 5332 and the regulations implementing that statute.
- D. **Disabilities.** Federal laws and regulations prohibit discriminating against individuals on the basis of disability. These laws and regulations include for example Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*); the Architectural Barriers Act of 1968 (42 U.S.C. § 4151 *et seq.*); and 49 U.S.C. § 5332 and the regulations implementing that statute.
- E. **Access to Services for Persons with Limited English Proficiency.** The Company shall facilitate compliance with, and shall ensure that all suppliers and all subcontractors (of every tier) facilitate compliance with: (1) Executive Order No. 13166 ("Improving Access to Services for Persons with Limited English

Proficiency"), found at 42 U.S.C. § 2000d-1 note and (2) applicable provisions of the United States Department of Transportation Notice ("DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons") found at 70 Fed. Reg. 74087 and dated December 14, 2005.

- F. **Environmental Justice.** The Company shall facilitate compliance with, and shall ensure that all suppliers and all subcontractors (of every tier) facilitate compliance with: (1) Executive Order No. 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations") found at 42 U.S.C. § 4321 note and (2) United States Department of Transportation Order 5620.3 ("Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations") found at 62 Fed. Reg. 18377 *et seq.* and dated April 15, 1997.

5. EMPLOYEE PROTECTIONS.

- A. The Company shall comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5. The Company also shall comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.* to the extent that the FLSA applies to employees performing work with federal assistance involving commerce and as the federal government otherwise determines applicable.
- B. The Company shall ensure that every subcontractor (of all tiers) and all suppliers fully comply with the laws and regulations referenced in Article 1.5.A of these Federal Contracting Requirements. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 5.B, the Company shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 5 and with all with all of the laws and regulations referenced in Article 5.A.

6. ENERGY CONSERVATION.

The Company shall fully comply with the standards and policies related to energy efficiency in the state energy conservation plan issued under the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321, *et seq.* The Company also shall ensure that each supplier and each subcontractor (of every tier) fully complies with those same standards and policies. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article

6, the Company shall ensure that each subcontract (at every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 6.

7. GOVERNMENT-WIDE DEBARMENT & SUSPENSION.

- A. The Company shall fully comply with, and shall facilitate the City's compliance with, those United States Department of Transportation regulations entitled "Nonprocurement Suspension and Debarment," which are found in 2 C.F.R. part 1200 and which adopt and supplement the United States Office of Management and Budget's "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," which are found in 2 C.F.R. part 180. The Company acknowledges that these regulations govern: (1) every contract at any tier under which compensation of \$25,000 or more will be paid, (2) every contract at any tier for a federally required audit (irrespective of the contract amount), and (3) every contract at any tier that must be approved by the FTA (irrespective of the contract amount).
- B. The Company shall ensure that it and all of its officers, principals, affiliates, suppliers, and subcontractors (of every tier) are fully eligible, without limitation, to participate in this federally funded Contract and are not currently declared by any federal department or agency to be:
- a) Debarred from participation in any federally assisted award;
 - b) Suspended from participation in any federally assisted award;
 - c) Proposed for debarment from participation in any federally assisted award;
 - d) Declared ineligible to participate in any federally assisted award;
 - e) Voluntarily excluded from participation in any federally assisted award; or
 - f) Disqualified from participation in any federally assisted Award.
- C. The Company at all times shall fully comply with the regulations in 2 C.F.R. part 180, subpart C, as supplemented by the regulations in 2 C.F.R. part 1200.
- D. The Company shall ensure that, at all times, all suppliers, and all subcontractors (of every tier) fully comply with all provisions of this Article 7 to the same extent that the Company is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 7.D, the Company shall ensure that each subcontract (at every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 7.

- E. By executing this Contract, the Company certifies to the City that the Company has fully complied as of the date that this Contract takes effect with all provisions in this Article 7 and that the Company shall continue to fully comply with all provisions in this Article 7 at all times while this Contract remains in effect. The Company acknowledges and agrees that the certification provided by the Company under this Article 7.E is a material representation of fact on which the City shall rely. If at any time this certification is found by the City to be false or inaccurate in any way, that shall be deemed a material breach of this Contract by the Company, and in such a situation the City may pursue any and all remedies available to it under this Contract and otherwise at law. Additionally, the Company acknowledges that, if such a breach happens, the federal government also may choose to pursue any and all remedies available to it, including for example seeking the suspension and/or debarment of the Company.

8. NO GOVERNMENT OBLIGATION TO THIRD PARTIES.

- A. The City and the Company acknowledge and agree that the federal government is not a party to this Contract and that the federal government shall not, because of this Contract, have any obligations or liabilities to the City, to the Company, or to anyone else. The City and the Company acknowledge and agree that the first sentence of this paragraph shall not be affected by the federal government concurring in, or approving of, the solicitation or award of this Contract unless the federal government explicitly consents in writing to being a party to this Contract.
- B. The Company shall ensure that each subcontract (of every tier) and each supplier contract includes a provision in which the parties to that subcontract or supplier contract acknowledge and agree that the federal government is not a party to that subcontract or supplier contract and that the federal government shall not, because of that subcontract or supplier contract, have any obligations or liabilities to that subcontract's or supplier contract's parties or to anyone else.

9. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS.

- A. The Company shall fully comply with all provisions of the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§3801 *et seq.*) and with the United States Department of Transportation regulations entitled "Program Fraud Civil Remedies" that are found in 49 CFR Part 31.
- B. By executing this Contract, the Company certifies to the City the complete truthfulness and total accuracy of every statement that the Company has made, has caused to be made, shall make, or shall cause to be made that relates in any way to this Contract. The Company acknowledges and agrees that the certification provided by the Company under this Article 9.B is a material representation of fact on which

the City will rely. If at any time this certification is found by the City to be false or inaccurate in any way, that shall be deemed a material breach of this Contract by the Company, and in such a situation the City may pursue any and all remedies available to it under this Contract and/or otherwise at law. Additionally, the Company acknowledges that, if such a breach happens, the federal government also may choose to pursue any and all remedies available to it, including for example imposing penalties on the Company under the Program Fraud Civil Remedies Act of 1986, 18 U.S.C. §1001, and/or 49 U.S.C. §5307(n)(1).

- C. The Company shall ensure that, at all times, all suppliers, and all subcontractors (of every tier) fully comply with all provisions of this Article 9 to the same extent that the Company is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under Article 9.C, the Company shall ensure that each subcontract and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 9.

10. RECYCLED PRODUCTS.

- A. When procuring any items designated in Subpart B of 40 C.F.R. Part 247, the Company shall fully comply with all requirements imposed by: (1) the Resource Conservation and Recovery Act (RCRA) §6002, as amended and now found in 42 U.S.C. 6962, (2) 40 CFR Part 247, and (3) Executive Order 12873.
- B. The Company shall ensure that all suppliers and all subcontractors (of every tier) fully comply with the requirements of Article 10.A of these Federal Contracting Requirements to the same extent that the Company is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 10.B, the Company shall ensure that each subcontract and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with Article 10.A just as the Company is required to do.

11. SAFE OPERATION OF MOTOR VEHICLES.

- A. The Company shall adopt and promote on-the-job seat belt use policies and programs for its employees and for anyone else who shall operate any vehicles in relation to this Contract, regardless of whether those vehicles are owned or leased by the Company, the City, or another person or entity.
- B. The Company shall adopt and enforce workplace safety policies to minimize crashes caused by distracted drivers. These policies shall include policies that ban and discourage text messaging by anyone operating a vehicle in relation to this Contract, regardless of whether those vehicles are owned or leased by the Company, the City, or another person or entity.

12. FEDERAL CHANGES.

THE GLOVE BOX, INC.
CCPA FIRE EMS SUPPLIES

- A. The Company at all times shall fully comply with all applicable FTA regulations, policies, procedures, and directives, including for example those listed or by reference in the FTA Master Agreement, as they may be issued or amended from time to time. Any failure by the Company to do so shall be a material breach of this Contract by the Company.
- B. The Company shall ensure that all suppliers and all subcontractors (of every tier) at all times fully comply with all applicable FTA regulations, policies, procedures, and directives to the same extent that the Company is required to do so. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 12.B, the Company shall ensure that each subcontract (of every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with this Article 12 just as the Company is required to do.

13. INCORPORATION OF FTA TERMS.

- A. The Company and the City acknowledge and agree that the United States Department of Transportation requires certain provisions (the "Applicable FTA Clauses") to be included in this Contract because this Contract is funded at least partially with federal funds. The Applicable FTA Clauses are specified in Federal Law and are also summarized in FTA Circular 4220.1F, as it may be amended or superseded from time to time. The City and the Company have tried to expressly include all Applicable FTA Clauses in these Federal Contracting Requirements or elsewhere in this Contract. However, the City and the Company agree that, if any of the Applicable FTA Clauses have not been expressly included in this Contract, those Applicable FTA Clauses are nonetheless deemed incorporated into this Contract by reference and shall be fully binding on the Company as if they had been expressly included in this Contract.
- B. Notwithstanding any other provision in this Contract, the Company and the City agree that the Applicable FTA Clauses shall take priority over all other Contract provisions. This means that, if a conflict arises between another Contract provision and any provision of the Applicable FTA Clauses, such that the Company cannot satisfy both, the Company shall fully comply with the Applicable FTA Clauses. In such a situation, the Company shall disregard the other, conflicting Contract provision, but the Company shall do so only to the minimal extent needed to comply fully with the Applicable FTA Clauses, and the Company otherwise shall fully comply with that conflicting provision. In contrast, in any situation where the Company can comply with both another Contract provision and with the Applicable FTA Clauses, even if these provisions address the same matter (for example, if another Contract provision imposes an obligation on the Company beyond those imposed by the Applicable FTA Clauses), that will not be deemed a conflict, and in such

a situation the Company shall fully comply with the Applicable FTA Clauses and with the other Contract provision.

- C. The Company at all times shall: (1) fully comply with all provisions of the Applicable FTA Clauses, (2) ensure that all of the work under this Contract (including, by example only and not for purposes of limitation, all subcontracted work) fully complies with all provisions of the Applicable FTA Clauses, and (3) ensure that no aspect of the work under this Contract and no aspect of the Company's performance under this Contract would cause the City or any of its officials, employees, or agents to violate any provision of the Applicable FTA Clauses. In addition, the Company shall not perform any act, fail to perform any act, or refuse to comply with any City request to the extent that doing any of those things would create a risk of the City or any of its officials, employees, or agents being in violation of any provision in the Applicable FTA Clauses.
- D. The Company shall ensure that all provisions of the Applicable FTA Clauses (including of any Applicable FTA Clauses not expressly included in this Contract) are incorporated into all subcontracts (of any tier) and in all contracts with those supplying any materials, equipment, or other products such that all subcontractors of every tier and all suppliers are contractually required to comply with all provisions of the Applicable Federal Clauses.

14. FEDERAL ACQUISITION REGULATIONS (F.A.R.) COMPLIANCE.

To the extent that this Contract provides for or allows for any adjustment to the Company's compensation based on costs or expenses incurred by the Company, any such adjustment will be determined based solely on any costs or expenses that: (A) are incurred in full compliance with all of this Contract's provisions, (B) for which the City is clearly required under this Contract to reimburse the Company, (C) are allowable, allocable, and reasonable, as those terms are defined and used in the Contract Cost Principles of the Federal Acquisition Regulations (F.A.R.) System (found in 48 CFR, Ch.1, Pt.31), including as those principles may be further defined or implemented by regulations or guidance adopted by the federal government, and (D) are otherwise allowed under applicable law.

15. CLEAN AIR.

- A. The Company shall fully comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 U.S.C. §§ 7401, *et. seq.*, as amended). The Company shall promptly notify the City if the Company receives notice of any possible or actual violation (a "Clean Air Act Violation") of the Clean Air Act or of any of those standards, orders, or regulations, and the Company shall provide the City with all information that the Company has about the actual or possible violation. The Company acknowledges and agrees that the City may be required by law to report

(or that the City may choose to report, even if not required by law) any actual or possible Clean Air Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities, and the Company shall not be entitled to any remedy because the City does so.

- B. The Company shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions: (1) requiring each subcontractor and each supplier to promptly notify the Company and the City if the subcontractor or supplier receives notice of any possible or actual Clean Air Act Violation and to provide the Company and the City with all information that the subcontractor or supplier has about the actual or possible violation and (2) in which each subcontractor and each supplier acknowledges and agrees that the City may be required by law to report (or that the City may choose to report, even if not required by law) any actual or possible Clean Air Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities and that the subcontractor or supplier shall have no claim, right, or remedy against the City or against any City official, employee, or agent because the City does so.

16. CLEAN WATER.

- A. The Company shall fully comply with all applicable standards, orders, and regulations issued under the Water Pollution Control Act (33 U.S.C. §§1251, *et. seq.*, as amended). The Company shall promptly notify the City if the Company receives notice of any possible or actual violation (a "Clean Water Act Violation") of the Water Pollution Control Act or of any of those standards, orders, or regulations, and the Company shall provide the City with all information that the Company has about the actual or possible violation. The Company acknowledges and agrees that the City may be required by law to report (or that the City may choose to report, even if not required by law) any actual or possible Clean Water Act Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities, and the Company shall not be entitled to any remedy because the City does so.
- B. The Company shall ensure that all subcontracts (of any tier) and all contracts with those supplying any materials, equipment, or other products include provisions: (1) requiring each subcontractor and each supplier to promptly notify the Company and the City if the subcontractor or supplier receives notice of any possible or actual Clean Water Act Violation and to provide the Company and the City with all information that the subcontractor or supplier has about the actual or possible violation and (2) in which each subcontractor and each supplier acknowledges and agrees that the City may be required by law to report (or that the City may choose to report, even if not required by law) any actual or possible Clean Water Act

Violation to the FTA, to one or more EPA Regional Offices, and/or to other governmental entities and that the subcontractor or supplier shall have no claim, right, or remedy against the City or against any City official, employee, or agent because the City does so.

17. LOBBYING.

- A. The Company shall fully comply with 31 U.S.C. 1352, as amended; with any regulations implementing that statute; and with any non-superseded guidance about that statute issued by the federal government (this statute, those regulations, and that guidance together are the "Byrd Anti-Lobbying Amendment").
- B. The Company shall ensure that each subcontractor (of every tier) and all of those supplying any materials, equipment, or other products fully comply with all requirements imposed by the Byrd Anti-Lobbying Amendment. In addition to taking any other steps necessary and appropriate to satisfy its obligations under this Article 17.B, the Company shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with all requirements imposed by the Byrd Anti-Lobbying Amendment and by this Article 17.
- C. In addition to complying with all other requirements of the Byrd Anti-Lobbying Amendment, in order to comply fully with the Byrd Anti-Lobbying Amendment for purposes of this Article 17, the Company and each subcontractor and supplier must file one or more certifications as required by 49 CFR Part 20 (entitled "New Restrictions on Lobbying").
 - 1. In addition to all other consequences and implications provided by law for filing such a certification, when a subcontractor files one, the subcontractor is deemed to certify to the Company or subcontractor at the tier immediately above it that the certifying subcontractor has not, and shall not, use any federal funds to pay any person, entity, or organization to influence or attempt to influence an officer or employee of any governmental agency, any member of Congress, any officer or employee of Congress, or any employee of a member of Congress concerning or in connection with any federal contract, federal grant, or any other award covered by the Byrd Anti-Lobbying Amendment.
 - 2. When filing such a certification, the Company and each subcontractor and supplier also shall disclose along with that certification the name of any registrant under the Lobbying Disclosure Act of 1995 who has been paid non-federal funds to make lobbying contacts on the certifier's behalf concerning or in connection with any federal contract, federal grant, or any other award covered by the Byrd Anti-Lobbying Amendment.

All of these disclosures shall be made on forms designated by the City. Each subcontractor and supplier shall promptly forward to the Company or subcontractor at the tier immediately above it all such disclosures that the subcontractor or supplier receives from anyone involved in any way in the work under this Contract (e.g., lower-tier subcontractors), and the Company shall promptly provide the City with the Company's own disclosures and with all such disclosures that the Company receives from subcontractors and suppliers.

18. CONTRACT WORK HOURS & SAFETY STANDARDS ACT.

- A. No laborer or mechanic, during any workweek in which he is involved in any way with work under this Contract, may work more than forty (40) hours unless he is paid at least one and one-half times his base pay rate for all hours over forty (40) that he works during that workweek. The obligations imposed by this Article 18.A shall be referred to as the "Overtime Requirements."
- B. The Company shall ensure that the Overtime Requirements are fully satisfied with respect to any individual who performs any part of the work under this Contract, including for example with respect to any such individual who is employed by a subcontractor of any tier.
- C. Any violation of the Overtime Requirements by the Company or by any subcontractor or supplier shall be:
 - (1) a material breach of this Contract by the Company and (2) a material breach by that subcontractor or that supplier of its subcontract or its supplier contract.
 - 1. If such a breach happens, in addition to all other remedies provided by this Contract or by the law, the Company and any subcontractor or supplier that violated the Overtime Requirements shall be jointly and severally liable to the laborer or mechanic at issue for all wages that were not paid to that laborer or mechanic in accordance with the Overtime Requirements.
 - 2. If such a breach happens, in addition to all other remedies provided by this Contract or by the law, the Company and any subcontractor or supplier that violated the Overtime Requirements shall be jointly and severally liable to the federal government for liquidated damages. Those liquidated damages shall be computed with respect to each individual laborer or mechanic who was underpaid, including each underpaid watchman and guard, as follows: Ten dollars (\$10.00) for each calendar day that each mechanic or laborer was required or permitted to work more than forty (40) hours during a workweek without being paid in accordance with the Overtime Requirements.

3. Whether or not the federal government asks or instructs the City to do so, the City may withhold (or may cause to be withheld) from any moneys owed to the Company and/or to any subcontractor or supplier that violated the Overtime Requirements such sums that the City determines may be necessary to satisfy any liabilities of the Company and/or that subcontractor or supplier for the unpaid wages and/or for the liquidated damages contemplated by this Article 18. These sums may be withheld from any moneys owed to the Company and/or to that subcontractor or supplier under: (1) this Contract, (2) any subcontract or supplier contract, and/or (3) any other contract or subcontract, under which the compensation to be paid shall be funded at least partially with federal funds.
 - D. The Company shall ensure that the Company, all subcontractors (of every tier), and all suppliers shall: (i) prepare and maintain complete and accurate payroll records that fully comply with this Article 18 and with all industry standard accounting and employment practices and (ii) maintain all of those payroll records and make them available for inspection and copying as required for Contract Records under Article 2 of these Federal Contracting Requirements.
 1. These payroll records must include payroll information for all individuals who perform any of the work under this Contract, including by example for all guards and watchmen who perform any of that work.
 2. These payroll records must contain the following information for each employee: (a) his name and address, (b) his social security number, (c) his employment classifications, (d) the hourly or other rates at which he was paid, (e) the number of hours that he worked each day and each week, (f) detailed information about the deductions made from his pay, and (g) the actual wages paid to him.
 - E. The Company shall allow the City, the FTA, the federal Department of Labor, and any of their agents or representatives to interview during working hours any employees or other personnel who have performed, are performing, or are expected to perform any part of the work under this Contract. The Company also shall ensure that all subcontractors (of every tier) and all suppliers allow such interviews to be conducted.
 - F. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 18 to ensure that all subcontractors and all suppliers fully comply with this Article 18, the Company shall ensure that all subcontracts (of any tier) for any part of the work under this Contract and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with Article 1.18 of these Federal Contracting Requirements.
- 19. PROCUREMENT OF RECOVERED MATERIALS.**
- A. The Company shall fully comply with Section 6002 of the Solid Waste Disposal Act, as that statute has been amended by the Resource Conservation and Recovery Act and by any other legislation.
 - B. In addition to taking all other steps necessary and appropriate to satisfy its obligations under Article 19.A of these Federal Contracting Requirements, the Company shall do all of the following:
 1. Ensure that, whenever any material or product is procured for or related to this Contract, and that material or product is listed or identified in those Environmental Protection Agency (EPA) regulations in 40 CFR Part 247, the material or item is procured so that it contains the highest percentage of recovered materials that is practicable while still maintaining a satisfactory level of competition in the procurement process. Except to the extent that Federal Law may otherwise provide, the requirements of this Article 19.B.1 shall apply only where the purchase price of a particular material or product exceeds \$10,000 or where the value of the quantity of that material or product acquired during the preceding fiscal year exceeded \$10,000.
 2. Ensure that all solid waste management services used for or in relation to the work under this Contract are procured in a manner that ensures that those services shall maximize energy and resource recovery.
 3. Establish an affirmative program for the procurement of recovered materials identified in those Environmental Protection Agencies (EPA) regulations in 40 CFR Part 24.
 - C. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 19 of these Federal Contracting Requirements, the Company shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with this Article 19 to the same extent that the Company must do so and to facilitate, support, and cooperate in the Company's compliance with this Article 19.
- 20. DHS SEAL, LOGO, AND FLAGS.**
- The Company shall not use, and the Company shall ensure that no subcontractor or supplier uses, any Department of Homeland Security ("DHS") seals, logos, crests, or flags, or the likeness of any DHS agency official, without specific, express, and written pre-approval to do so from DHS. In addition to taking all other necessary and appropriate steps

to satisfy its obligations under this Article 20 to ensure that all subcontractors and all suppliers fully comply with this Article 20, the Company shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with this Article 20 of these Federal Contracting Requirements.

21. FLY AMERICA.

- A. The Company shall fully comply with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118, as amended) and those United States General Services Administration regulations entitled "Use of U.S. Flag Air Carriers" that are found at 41 C.F.R. §§ 301-10.131 through 301-10.143 (together, this statute and those regulations shall be referred to as the "Air Travel Requirements").
- B. The Company shall ensure that all subcontractors (of every tier) and all suppliers fully comply with the Air Travel Requirements and with this Article 21 of these Federal Contracting Requirements. In addition to taking all other necessary and appropriate steps to satisfy its obligations under this Article 21.B, the Company shall ensure that all subcontracts (of every tier) and all contracts with those supplying any materials, equipment, or other products include provisions requiring each subcontractor and each supplier to fully comply with this Article 21 and with the Air Travel Requirements.
- C. In addition to taking all other steps necessary and appropriate to fully comply with the Air Travel Requirements, the Company and all subcontractors and suppliers shall use only U.S.-flag air carriers for any international air transportation that is used to transport any person or any property for or in relation to this Contract. The requirements of this Article 21.C shall not apply, however, to the extent that any needed air transportation is not provided by any U.S.-flag air carriers.

22. CARGO PREFERENCE.

- A. Whenever shipping any equipment, material, other product, or other commodity needed for or otherwise related to this Contract, the Company shall use privately owned U.S.-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers). This requirement, however, shall apply only to the extent that privately-owned U.S.-flag commercial vessels are available for such shipping at fair and reasonable rates for U.S.- flag commercial vessels.
- B. Within twenty (20) days after the date of loading for a shipment originating within the United States, and within thirty (30) days after the date of loading for a shipment originating outside of the United States, the Company shall provide complete and legible copies of a

rated, "on-board" commercial ocean bill-of-lading in English for that shipment to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the City (through the Company in the case of a subcontractor's bill-of-lading).

- C. The Company shall ensure that all subcontractors (of every tier) and all suppliers fully comply with the requirements of Article 23.A and Article 23.B of these Federal Contracting Requirements to the same extent that the Company must comply with them. In addition to taking all other necessary and appropriate steps to satisfy its obligations under.

23. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

The Company, by entering into this Contract certifies that, consistent with 2 C.F.R. § 200.216 it will not use "covered telecommunications equipment or services" (as that term is defined in Section 889 of Public Law 115-232) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system provided under this Contract. The Company will include a requirement not to use such "covered telecommunications equipment or services" in any subcontracts for the provision of "covered telecommunications equipment or services" let under this Contract. "

As used in this clause "Substantial or Essential Component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. "Covered telecommunications equipment or services" as used in this clause, includes but is not limited to:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities listed in a) or b) or using such equipment provided by entities listed in a) or b).
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

24. NOTICE OF DISPUTES, BREACHES, DEFAULTS, AND LITIGATION.

If a current or prospective legal matter that may affect the city or the federal government emerges, the company must notify the city. The company must include a similar notification requirement in each of its subcontracts for twenty-five thousand dollars (\$25,000) or more.

- A. Legal disputes that require notification under this provision include, but are not limited to, a major dispute, breach, default, litigation, or naming the city or naming the federal government as a party to litigation or a legal disagreement in any forum for any reason.

- B. Matters that may affect the federal government (and thereby the city) include, but are not limited to, the or the federal government's interests in the award, the accompanying underlying agreement, and any amendments thereto, or the federal government's administration or enforcement of federal laws, regulations, and requirements.

- C. Additional notice to U.S. DOT Inspector General. The Company must promptly notify the U.S. DOT Inspector General in addition to the FTA chief counsel or regional counsel for FTA region 4, if the company has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the false claims act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is the subject of this contract, another contract funded by the FTA, or an agreement involving a principal, officer, employee, or agent of the company. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the company. In this paragraph, "promptly" means to refer information without delay and without change.

through the application of coatings, occurred in the united states, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

25. DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate and to the extent consistent with law, the company should, to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the united states (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For the purposes of this clause, (i) "produced in the united states" means, for iron and steel products, that all manufacturing processes, from the initial melting stage

ATTACHMENT F.1 – BUY AMERICA CERTIFICATION

BUY AMERICA CERTIFICATION

COMPLIANCE FORM

Certificate for Compliance with 49 U.S.C. 5323(j)(1)
(Procurement of Steel, Iron, or Manufactured Products)

The Bidder hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date: 02/12/2024 N/A
Signature: [Signature]
Company Name: The Glove Box, Inc.
Title: Gov't Sales Manager

NON-COMPLIANCE FORM

Certificate for Non-Compliance with 49 U.S.C. 5323(j)(1)
(Procurement of Steel, Iron, or Manufactured Products)

The Bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date: _____ N/A
Signature: _____
Company Name: _____
Title: _____

Identify items that are non-compliant in the space below:

NOTICE TO BIDDERS:

Your bid cannot be considered unless one of the above certifications is signed and returned with the bid. If you submit an incomplete Buy America certificate or an incorrect certificate of non-compliance through an inadvertent or clerical error, you may submit to the FTA Chief Counsel, on the day of the Bid Opening, a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification.

EXHIBIT G - DBE PROVISIONS AND FORMS

This Attachment is attached and incorporated into the CCPA EMS Medical Supplies (the "Contract") between the City of Charlotte and The Glove Box, Inc. ("The Contractor"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern. Unless indicated to the contrary, these provisions will not apply to the Contractor while doing work for Aviation (the Charlotte Douglas International Airport).

1. DISADVANTAGED BUSINESS ENTERPRISE ("DBE") CONTRACT PROVISIONS AND FORMS.

THE DBE GOAL FOR THIS CONTRACT IS: 0.0%

This Contract is subject to the requirements of 49 C.F.R. Part 26

Participation by DBE in Department of Transportation Financial Assistance Programs.

(a) Policy. As a recipient of funds from the Federal Transit Administration ("FTA"), the City has established a Disadvantaged Business Enterprise Program ("DBE Program") in accordance with regulations of the U.S. Department of Transportation ("DOT"), 49 C.F.R. Part 26 and has committed to ensuring compliance on all FTA-funded projects through monitoring, reporting, and goal setting.

The DBE Program is incorporated into and made a part of the Bidding Documents and resulting Contract.

Copies of the DBE Program may be obtained online at <http://charmeck.org/city/charlotte/cats/about/Business/procurement/Pages/dbesbe.aspx>; under "City of Charlotte's DBE Program (document)" on the www.ridetransit.org "Doing Business with CATS as a DBE/SBE" page.

It is the policy of the City to ensure that DBEs, as defined in 49 C.F.R. Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. The City's objectives are as follows:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 C.F.R. Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
6. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

The CATS Civil Rights Officer has been designated as the DBE Liaison Officer ("DBELO"). In that capacity, he/she is responsible for implementing all aspects of the DBE Program. Implementation of the DBE Program is accorded the same priority as compliance with all other

legal obligations incurred by the City in its financial assistance agreements with the DOT.

(b) DBE Assurances. The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

1. The paragraph above shall be included in each subcontract the Contractor signs with any subcontractor, both DBE and non-DBE subcontractors.

(c) Prompt Payment. The Contractor is required to pay each subcontractor (DBEs and non-DBEs) under this Contract for satisfactory performance of its contract no later than seven (7) days from receipt of each progress payment or final payment the full amount the Contractor receives from the City for each subcontractor's work and materials under the subcontract. Any delay or postponement of payment from the above-referenced time frame may result in liquidated damages and/or sanctions as stipulated in Contract Documents. Exceptions may occur only for good cause following written approval by the City. The Contractor is required to return retainage payments to each subcontractor within seven (7) after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the City.

1. The paragraphs above apply to both DBE and non-DBE subcontractors.
2. For purposes of this Section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the City. When the City has made incremental acceptance of a portion of the Contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) DBE Goal. **Although the City has not established a DBE goal for this Contract**, DBE firms and small businesses

shall have an equal opportunity to participate in this Contract. The Contractor shall adhere to the following:

1. Take affirmative steps to use as many of the race-neutral means of achieving DBE participation identified in 49 CFR 26.51(b) as practicable to afford opportunities to DBEs to participate in this Contract. A race-neutral measure is one that is, or can be, used to assist all small businesses.
2. A DBE firm must perform commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by performing, managing, and supervising the work; and
3. A DBE firm must be certified by NC-DOT before its participation is reportable under paragraph (d) below.

(e) Report to the City. Even though no separate goal has been set for this Contract, the Bidder must submit its proposed DBE (if any) and non-DBE utilization on **LIST OF SUBCONTRACTORS/SUPPLIERS – FORM A** listing **ALL** subcontractors and suppliers that will be providing goods or services under the Contract. This form is to include all subcontractors the Bidder proposes to use, not just the DBE subcontractors (if any). Bidders are required to list the names, contact information, annual gross receipts, age of firm, respective scope of work/service to be performed, NAICS Code, NCDOT Reporting Number, the dollar values of each subcontract that the Bidder proposes for participation in the Contract work, and the dollar value of total DBE participation for the Contract.

LIST OF SUBCONTRACTORS/SUPPLIERS – FORM A is attached in this DBE Forms and Provisions Attachment.

Even though no separate goal has been set for this Contract, the Contractor shall report its DBE participation obtained through race-neutral means throughout the period of performance. The Contractor shall submit a monthly report on DBE Participation with each request for payment from the City. Such information shall be provided for both DBE and non-DBE subcontractors on **MONTHLY PAYMENT TO SUBCONTRACTORS/SUPPLIERS – FORM B**. Failure to submit this form with every request for payment will result in delays in payment. The **MONTHLY PAYMENT TO SUBCONTRACTORS/SUPPLIERS – FORM B** is provided on the [CATS DBE Website](#).

(f) Records. On request, the Contractor shall make available for inspection, and assure that its subcontractors make available for inspection:

1. Records of prompt payments made in accordance with paragraph (c) above;
2. The names and addresses of DBE subcontractors, vendors, and suppliers under this Contract;
3. The dollar amount and nature of work of each DBE subcontractor;
4. The social/economic disadvantaged category of the DBE firms, i.e., Black American, Hispanic American, Native American, Subcontinent Asian American, Asian Pacific American, Non-Minority Women, or Other; and
5. Other related materials and information.

(g) The Contractor must promptly notify the City whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor shall also promptly notify the City of a DBE subcontractor's inability or unwillingness to perform and provide reasonable documentation. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

(h) A directory of DBEs may be accessed at the following website:

<https://partner.ncdot.gov/VendorDirectory/default.html>

INFORMATION

If you have any questions concerning the required documentation listed above, or concerning the DBE requirements in general, contact:

CATS Civil Rights Officer

Arlanda Rouse,

Charlotte Area Transit System

600 East Fourth Street

Charlotte, NC 28202

704-432-2566

arouse@charlottenc.gov

ATTACHMENT G.1 – DBE PROGRAM FORM

DBE PROGRAM FORM

LIST OF SUBCONTRACTORS - FORM A

Project DBE and non-DBE Subcontractor / Supplier Utilization Commitment
 Federal Disadvantaged Business Opportunity Program.

Note: This **MUST** be submitted with your bid. Make copies as needed.
 A goal waiver has been granted for this solicitation.

Company Name: The Glove Box, Inc.

Project Name: CCPA Fire EMS Supplies

Subcontractor/Supplier's Name & Address	Contact Person	Age of Firm	Description of Work	NAICS Code	NCDOT Reporting #	Total Projected \$	% of Bid Amount
	Donald Kim	10 years	The Glove Box, Inc. will supply directly	425450			100
Annual Gross Receipts: <input type="checkbox"/> Less than \$500,000 <input checked="" type="checkbox"/> \$500,000 - \$1M <input type="checkbox"/> \$1-2M <input type="checkbox"/> \$2-5M <input type="checkbox"/> Over \$5M			N/A				
Annual Gross Receipts: <input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1M <input type="checkbox"/> \$1-2M <input type="checkbox"/> \$2-5M <input type="checkbox"/> Over \$5M							
Annual Gross Receipts: <input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1M <input type="checkbox"/> \$1-2M <input type="checkbox"/> \$2-5M <input type="checkbox"/> Over \$5M							
Annual Gross Receipts: <input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1M <input type="checkbox"/> \$1-2M <input type="checkbox"/> \$2-5M <input type="checkbox"/> Over \$5M							
Annual Gross Receipts: <input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1M <input type="checkbox"/> \$1-2M <input type="checkbox"/> \$2-5M <input type="checkbox"/> Over \$5M							
Annual Gross Receipts: <input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1M <input type="checkbox"/> \$1-2M <input type="checkbox"/> \$2-5M <input type="checkbox"/> Over \$5M							
Annual Gross Receipts: <input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1M <input type="checkbox"/> \$1-2M <input type="checkbox"/> \$2-5M <input type="checkbox"/> Over \$5M							

EXHIBIT H - AVIATION SPECIFIC FEDERAL TERMS

This Attachment is attached and incorporated into the CCPA Fire EMS Supplies (“Contract”) between the City of Charlotte (“City”) and The Glove Box, Inc. (“The Company”, ---}), and is applicable if the Company does work for the City of Charlotte Aviation Department (also known as “Charlotte Douglas International Airport or “CLT”). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **COMPLIANCE WITH SECURITY MEASURES. To the extent applicable based on the scope of the work provided by Company, Company acknowledges and agrees that:**

- 1.1. The City’s Aviation Department has offices in the secured area of the Terminal, access to which is subject to security measures imposed by the United States (“Security Plan”) and enforced by the Transportation Security Administration;
- 1.2. Access to the Aviation Department, to the airfield or other secured area by Company’s officers and employees shall be limited to and conditioned upon compliance with the Security Plan as it exists upon the effective date of this Contract, and as may be modified from time to time;
- 1.3. Company’s officers and employees who need regular access to the secured areas will have to apply for and qualify for security identification badges (“Security Badges”) issued by the Aviation Director; and
- 1.4. City shall not be liable to Company for any diminution or deprivation of Company’s rights hereunder on account of the inability or delay of Company or his officers or employees to Security Badge, regardless of the reason.
- 1.5. Company shall company and ensure its employees comply with the Airport’s Security Standards and AOA Standards, as amended from time to time, which can be found at www.cltairport.com/credentialing

2. **GENERAL CIVIL RIGHTS PROVISIONS.**

- 2.1. In all its activities within the scope of its airport program, the Company agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Company and subcontractors from the bid solicitation period

THE GLOVE BOX, INC.
CCPA FIRE EMS SUPPLIES

through the completion of the contract.

3. **TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES. During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the “Company”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:**

- 3.1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 3.2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- 3.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 3.4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 3.5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- 3.6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 3.7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- 3.8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- 3.9. The Federal Aviation Administration’s

Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- 3.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- 3.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- 3.12. Title IX of the Education Amendments of 1972, as amended, prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

4. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS: During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company"), agrees as follows:

- 4.1. Compliance with Regulations: The Company (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 4.2. Nondiscrimination: The Company, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 4.3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Company of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- 4.4. Information and Reports: The Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Company will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 4.5. Sanctions for Noncompliance: In the event of a Company's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to (a) Withholding payments to the Company under the contract until the Company complies; and/or (b) canceling, terminating, or suspending a contract, in whole or in part.
- 4.6. Incorporation of Provisions: The Company will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Company will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Company may request the City to enter into any litigation to protect the interests of the City. In addition, the Company may request the United States to enter into litigation to protect the interests of the United States.

EXHIBIT I - CONFIDENTIALITY TERMS

This Attachment is incorporated into the Contract for Services (“Contract”) between the City of Charlotte (“City”) and The Glove Box, Inc.- (“The Glove Box”). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. “CONFIDENTIAL INFORMATION” means any information, in any medium, whether written, oral, or electronic, obtained or accessed in connection with the Contract that is not subject to mandatory disclosure as a public record under North Carolina law, including without limitation the following:

- Trade secrets of the City and its suppliers, contractors, and licensors, including software and technical materials.
- *Information marked “Confidential” or “Proprietary”*
- *Computer security information of the City, including passwords, codes, configurations, security standards and protocols, and other network, device, and system security features*
- *Building plans of City-owned buildings and structures*
- *Plans to prevent or respond to terrorist activity, including vulnerability and risk assessments, potential targets, specific tactics, or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure, or information storage system(s).*
- *Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168 (which includes all information gathered by the City about employees, except information which is a matter of public record under North Carolina law)*
- *Personal identifying information of individuals, such as social security numbers, bank account numbers, credit and debit card numbers, birth dates, PIN numbers and passwords*
- *Billing information of customers maintained in connection with the City providing utility services*
- *Attorney/client privileged information disclosed by either party*
- *Names and addresses of individuals who have received a rehabilitation grant to repair their homes.*
- *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City*

The Confidential Information listed in italics above is “Highly Restricted Information,” which subject to additional restrictions as set forth herein. Confidential Information includes information disclosed prior to execution of this Contract as well as information disclosed after execution.

2. RESTRICTIONS.

2.1. The Glove Box 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.

- 2.2. The Glove Box 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 The Glove Box having a need to know such Confidential Information for purpose of performing work contemplated by written contracts between the City and The Glove Box, and who has executed a confidentiality agreement containing substantially the same protections set forth herein. Notwithstanding the foregoing, The Glove Box shall not directly or indirectly, disclose, divulge, reveal, report, or transfer Highly Restricted of the other to any third party without the City’s prior written consent.
- 2.3. The Glove Box 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 in writing by the City or is for the purpose for which such Confidential Information is being disclosed.
- 2.4. The Glove Box shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 2.5. The Glove Box shall use reasonable efforts to prohibit its employees, vendors, agents, and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 2.6. If any demand is made in litigation, arbitration, or any other proceeding for disclosure of Confidential Information, The Glove Box shall immediately notify the City and will reasonably assist the City’s effort to seek a protective order or other appropriate relief to prevent or restrict any disclosure of Confidential Information.
- 2.7. The Glove Box will restrict employee access to the Confidential Information to those employees who need to know in order to: (a) fulfill The Glove Box’s contractual obligations to the City, or (b) resolve a dispute with the City. The Glove Box will have each employee who will have access to the Confidential Information sign a confidentiality agreement including protections substantially identical to those set forth herein.
- 2.8. The Glove Box shall comply with the City’s Restricted Data Policy, a copy of which is posted on the City’s website, and with any instructions or procedures issued by the City from time to time regarding Highly Restricted Information.
- 2.9. The Glove Box shall ensure that each person who obtains access to Confidential Information through

The Glove Box (including but not limited to The Glove Box's employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to this Contract and the City's Restricted Data Policy.

2.10. All materials containing Confidential Information shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

3. **EXCEPTIONS.** The Glove Box shall have no obligation with respect to Confidential Information that The Glove Box can establish:

- Was already known to The Glove Box prior to being disclosed by the City;
- Was or becomes publicly known through no wrongful act of The Glove Box;

- Was rightfully obtained by The Glove Box from a third party without similar restriction and without breach hereof;
- Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, The Glove Box shall first give to the City notice of such requirement or request;
- Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that The Glove Box shall immediately notify the City prior to disclosure, and reasonably assist the City in seeking a protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

EXHIBIT J – CCPA FORM

CCPA PLAN CERTIFICATION

This CCPA Plan Certification is incorporated into the CCPA Fire EMS Supplies (“**Contract**”) between the City of Charlotte (“**City**”) and The Glove Box, Inc. (“**The Glove Box**”). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

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

More information about the CCPA can be found on the CCPA website at: www.charlottealliance.org.

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

Companies shall include in detail how they will serve all Participating Public Agencies as it relates to the CCPA. Currently the CCPA has approximately 450 registered Participating Public Agencies in Alabama, Arizona, California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, South Carolina, Tennessee, Texas, Virginia, Washington, West Virginia, and Wisconsin.

CCPA REQUIREMENTS QUESTIONNAIRE

Question	Response
<p><u>Provide Products and Services to PPAs</u></p> <p>Describe your company's ability to provide Products/Services to any Participating Public Agencies in the contiguous 48 states; and the ability to deliver Products/Services in Alaska and Hawaii.</p>	<p>We have excellent carrier diversity that can ship anything from emergency overnight service, LTL to full truck loads with our long list of reliable carriers. We have over 34 years of providing excellent customer service to Federal, State and County government agencies.</p>
<p><u>Company Structure</u></p> <p>Describe your company's structure and if your company has a national sales force, dealer network, or distributor with the ability to serve Participating Public Agencies in all 50 U.S. states.</p>	<p>We have a local warehouse in NC as well as in the west coast, we stock and deliver to any point in NC Within 1-2 business days. We can deliver to any of the 48 contiguous states within 1-4 business days. Alaska and Hawaii within 2-6 bus days. Agencies can call or email orders or any contract, product support. M-F, 8 am to 6 pm EST.</p>
<p><u>Marketing</u></p> <p>Describe your company's strategy to increase the use of the contract. Include a 30-60-90 Day Plan. Please also confirm whether your company will allow the City to use its logo on the CCPA website.</p>	<p>We will implement email, direct phone contact along with free samples, technical data, and Excellent Customer Service!</p> <p>YES, The city may use it's logo on the CCPA's website.</p>
<p><u>Reporting</u></p> <p>Describe your company's monitoring process to accurately report all spend by Participating Public Agencies for auditing purposes. Please also confirm the Company's ability to attend quarterly review meetings with the City.</p>	<p>Quarterly or annual reports will be accurately tracked with our accounting software. A representative from The Glove Box, Inc. will be able to attend the City's quarterly meetings.</p>
<p><u>Incentives/Rebates</u></p> <p>Describe any applicable incentives or rebates, define dollar thresholds, and specify per agency or aggregate spend. Please also confirm the Company's ability to pay the City and Participating Public Agencies all applicable rebates within thirty (30) days of the invoice date.</p>	<p>We simply quote the best price for the best products resulting in a cost-effective benefit to its customers.</p>

The undersigned hereby certifies the Company has read and agreed to the terms of this CCPA Plan, including the CCPA Participating Public Agencies List, and is authorized to bind the Company to the information herein set forth.

(Company Name)

The Glove Box, Inc.

Donald Kim / Gov't Sales Manager

(Print Name and Title)



(Signature)

02/12/2024

(Date)

EXHIBIT K – PARTICIPATING PUBLIC AGENCIES

Participating Public Agency Name	City	State
Aberdeen Police Department	Aberdeen	NC
Agriculture Center Vol. Fire Department	Bessemer City	NC
Aiken County Government	Aiken	SC
Alamance Community College	Graham	NC
Alamance County	Graham	NC
Alamance County Dept. of Social Services	Burlington	NC
Alamance County Govt	Graham	NC
Alamance County Sheriff's Office	Graham	NC
Albany County	Albany	NY
Albemarle Regional Health Services	Elizabeth City	NC
Alexander County	Taylorsville	NC
Alleghany County	Covington	VA
Allen Volunteer Fire Department, Inc.	Concord	NC
Alliance Behavioral Healthcare	Durham	NC
Anson County Sheriff's Office	Wadesboro	NC
Ansonville Fire Department	Ansonville	NC
Appalachian District Health Department	Boone	NC
Archdale Police Department	Archdale	NC
Arlington Fire & Rescue Inc.	Jonesville	NC
Asheboro Fire Department	Asheboro	NC
Ash-Rand Rescue & EMS, Inc	Asheboro	NC
Atlanta Public Schools	Atlanta	GA
Atlantic Beach Police Department	Atlantic Beach	NC
Atwell Township Vol. Fire Department	China Grove	NC
Bakers Volunteer Fire Department	Monroe	NC
Bandy's Fire & Rescue	Catawba	NC
Beaufort County Health Department	Washington	NC
Beaufort City Dept of Airports	Hilton Head Island	SC
Beeson Crossroads Fire and Rescue	Kernersville	NC
Belews Creek Volunteer Fire and Rescue Department	Belews Creek	NC
Bessemer City Police Department	Bessemer City	NC
Bethlehem Community Fire and Rescue Inc.	Taylorsville	NC
Biscoe Police Department	Biscoe	NC
Blairs Fire and Rescue	Blairs	VA
Blowing Rock Fire & Rescue	Blowing Rock	NC
Boger City Volunteer Fire Department Inc.	Lincolnton	NC
Boone Fire Department	Boone	NC
Botetourt County	Fincastle	VA
Brunswick Community College	Supply	NC
Brunswick County Emergency Services	Bolivia	NC
Brunswick County Schools	Wilmington	NC
Brunswick County Schools, BOE	Bolivia	NC

Buffalo-Mt. Pisgah Fire Dept	Kershaw	SC
Buncombe County, NC	Ashville	NC
Bunnell Police Department	Bunnell	FL
Burke County Sheriff's Office	Morganton	NC
Burton Fire District	Beaufort	SC
Butner Public Safety	Butner	NC
Cabarrus County	Concord	NC
Caldwell County	Lenoir	NC
Caldwell County Sheriff's Office	Lenoir	NC
Calvary Christian Church of the Apostolic Faith	Charlotte	NC
Calvert County Government	Prince Frederick	MD
Cameron County	Brownsville	TX
Cameron County	Brownsville	TX
Campbell County Public Safety	Rustburg	VA
Canon Fire Dept	Canon	GA
Cape Fear Community College	Wilmington	NC
Cape Fear Public Utility Authority	Wilmington	NC
Carolina Signings, LLC	Charlotte	NC
Catawba County	Newton	NC
Catawba County Government	Newton	NC
Catawba County Schools	Newton	NC
Catawba County Sheriff's Office	Newton	NC
Catawba Fire Department	Catawba	NC
Central Connecticut State University	New Britain	CT
Champion Vol. Fire Department inc.	Wilkesboro	NC
Chapel Hill PD	Chapel Hill	NC
Charleston County Procurement	North Charleston	SC
Charlotte Regional Visitors Authority	Charlotte	NC
Charlotte-Mecklenburg Schools	Charlotte	NC
Chatham FD	Chatham	VA
Chattanooga Housing Authority	Chattanooga	TN
Cherokee County	Murphy	NC
Cherokee Springs Fire Department	Chesnee	SC
Cherokee Springs Fire District	Chesnee	SC
Cherryville Police Department	Cherryville	NC
Chesapeake Fire Department	Chesapeake	VA
Chief James Flynn	Denver	NC
China Grove Police Department	China Grove	NC
City of Albemarle	Albemarle	NC
City of Asheboro	Asheboro	NC
City of Asheville	Asheville	NC
City of Asheville	Asheville	NC
City of Beckley	Beckley	WV
City of Brevard Fire Department	Brevard	NC
City of Burlington	Burlington	NC
City of Cape Coral	Cape Coral	FL

City of Charleston	Charleston	SC
City of Charlotte Regional Visitors Authority	Charlotte	NC
City of Chesapeake	Chesapeake	VA
City of Claremont Fire Department	Claremont	NC
City of Clinton	Clinton	NC
City of Concord	Concord	NC
City of Concord Department of Fire and Life Safety	Concord	NC
City of Conover	Conover	NC
City of Danville	Danville	VA
City of Darlington	Darlington	SC
City of Durham	Durham	NC
City of Durham Fire Department	Durham	NC
City of Eustis	Eustis	FL
City of Fairfax	Fairfax	VA
City of Fayetteville	Fayetteville	NC
City of Florence	Florence	SC
City of Foley	Foley	AL
City of Fort Walton Beach	Fort Walton Beach	FL
City of Fort Worth	Fort Worth	TX
City of Franklin	Franklin	TN
City of Gastonia	Gastonia	NC
City of Greenville	Greenville	SC
City of Greensboro	Greensboro	NC
City of Greer	Greer	SC
City Of Havelock	Havelock	NC
City of Henderson	Henderson	NV
City of Henderson Fire Department	Henderson	NC
City of Hendersonville	Hendersonville	NC
City of Hickory	Hickory	NC
City of High Point	High Point	NC
City of Jacksonville	Jacksonville	NC
City of Jacksonville Fire Department	Jacksonville	NC
City of Jacksonville Police Department	Jacksonville	NC
City of Kannapolis	Kannapolis	NC
City of King	King	NC
City of Kings Mountain	Kings Mountain	NC
City of Kinston	Kinston	NC
City of Lake City	Lake City	FL
City of Laurinburg Fire Department	Laurinburg	NC
City of Lawrenceville	Lawrenceville	GA
City of Loris	Loris	SC
City of Lumberton	Lumberton	NC
City of Marion	Marion	SC
City of Monroe	Monroe	NC
City of Morganton	Morganton	NC
City of Mount Airy Fire Department	Mt. Airy	NC

City of Mt. Juliet	Mount Juliet	TN
City of Mullins	Mullins	SC
City of Myrtle Beach	Myrtle Beach	SC
City of New Bedford, MA	New Bedford	MA
City of New Rochelle	New Rochelle	NY
City of Newport News	Newport News	VA
City of Newton Police	Newton	NC
City of North Myrtle Beach	North Myrtle Beach	SC
City of Portsmouth	Portsmouth	VA
City of Raeford	Raeford	NC
City of Raleigh	Raleigh	NC
City of Roanoke	Roanoke	VA
City of Roanoke	Roanoke	VA
City of Roxboro	Roxboro	NC
City of Salisbury	Salisbury	NC
City of San Diego	San Diego	CA
City of Santa Barbara	Santa Barbara	CA
City of Spartanburg	Spartanburg	SC
City of Stamford	Stamford	CT
City of Statesville	Statesville	NC
City of Statesville Fire Department	Statesville	NC
City of Statesville Police Department	Statesville	NC
City of Suffolk	Suffolk	VA
City of Sunny Isles Beach	Sunny Isles Beach	FL
City of Vallejo Fire Department	Vallejo	CA
City of Vancouver	Valdese	WA
City of West Columbia	West Columbia	SC
City of Wilmington	Wilmington	NC
City of Wilson	Wilson	NC
City of Winston Salem	Winston-Salem	NC
Clarendon County	Manning	SC
Clay County	Liberty	MO
Cleveland Community College	Shelby	NC
Cleveland Community Vol Fire Department, Inc.	Cleveland	NC
Climax Fire Department	Climax	NC
Cold Water Volunteer Fire Department Inc	Concord	NC
Colesville Volunteer Fire & Rescue	Colesville	NC
Collins VFD	Comer	GA
Columbus County Sheriff's Office	Whiteville	NC
Community Access	New York	NY
Community College	Henderson	NC
Concord Police Department	Concord	NC
Conover Fire Department	Conover	NC
Conterra Ultra Broadband Holdings, Inc.	Charlotte	NC
Cornelius-Lemley Fire Rescue	Cornelius	NC
County of Burke	Morganton	NC

County of Columbus	Whiteville	NC
County of Culpeper	Culpeper	VA
County of Currituck, North Carolina	Currituck	NC
County of Darlington	Darlington	SC
County of Davidson	Lexington	NC
County of Duplin	Kenansville	NC
County of Durham	Durham	NC
County of Fairfax, Virginia	Fairfax	VA
County of Georgetown	Georgetown	SC
County of Gloucester	Gloucester	VA
County of Harnett	Lillington	NC
County of Iredell	Statesville	NC
County of Kenosha	Kenosha	WI
County of Lexington	Lexington	SC
County of Marion	Marion	SC
County of Mecklenburg	Boydton	VA
County of Moore	Carthage	NC
County of Rockland	Pomona	NY
County of Rowan	Salisbury	NC
County of Rutherford	Rutherfordton	NC
County of Taney	Forsyth	MO
County of Union	Monroe	NC
County of Wake	Raleigh	NC
County of Wilkes	Wilkesboro	NC
Cramerton Fire Department	Cramer ton	NC
Craven County Government	New Bern	NC
Cumberland County	Fayetteville	NC
Cumberland County Finance	Fayetteville	NC
Cumberland County Health Department	Fayetteville	NC
Cumberland County Schools	Fayetteville	NC
Cumberland County Sheriff's Office	Fayetteville	NC
Danville Public Schools	Danville	VA
Darlington County	Darlington	SC
Davidson County Emergency Services	Lexington	NC
Davie County EMS	Mocksville	NC
Davie County Sheriff Office	Mocksville	NC
Dayton Public Schools	Dayton	OH
Dinwiddie County	Dinwiddie	VA
District School Board of Pasco County	Land O Lakes	FL
Dobson Police Department	Dobson	NC
Duncan Fire Dept.	Duncan	SC
Durham County	Durham	NC
Durham County Sheriff's Office	Durham	NC
Durham Emergency Management	Durham	NC
Durham Housing Authority	Durham	NC
East Bend Police Dept.	East Bend	NC

East Gaston Volunteer Fire Department	Mt. Holly	NC
Eden Fire Department	Eden	NC
Edgecombe County Public Schools	Tarboro	NC
Edgefield Co. Water & Sewer Authority	Edgefield	SC
Edgefield County Government	Edgefield	SC
Edneyville Fire Rescue	Hendersonville	NC
Elna B. Spaulding Conflict Resolution Center	Durham	NC
Elono Fire Rescue	Elon	NC
Eye Candy Digital Video, LLC	Shawboro	NC
Fairfax County	Fairfax	VA
Fairfax County Public Schools	Falls Church	VA
Fairfield County Council	Winnsboro	SC
Fairview Rural Fire Department	Apex	NC
Fayetteville Fire Department	Fayetteville	NC
Federal Bureau of Investigation	Charlotte	NC
Florence County	Florence	SC
Forbush Volunteer Fire Department, Inc.	Yadkinville	NC
Forsyth County Fire Department	Winston Salem	NC
Forsyth Tech Community College	Winston Salem	NC
Foxfire Village Police Department	Foxfire Village	NC
Franklin County Ohio	Columbus	OH
Franklinville Fire Department	Franklinville	NC
Garner Police Department	Garner	NC
Garrett County Government	Oakland	MD
Garrett Stonesifer	Linville	NC
Gaston County	Gastonia	NC
Gaston County Schools	Gastonia	NC
Gastonia Police Department	Gastonia	NC
Gateway Community College	Hartford	CT
George Hildebran Fire Rescue	Connelly Springs	NC
George Mason University	Fairfax	VA
Georgetown County Water and Sewer District	Georgetown	SC
Go Smart Energy Inc	Charlotte	NC
Granite Falls Police Department	Granite Falls	NC
Granite Quarry Fire Department	Granite Quarry	NC
Guilford County Department of Social Services	Greensboro	NC
Guilford County Government	Greensboro	NC
Guilford Technical Community College	Jamestown	NC
Halifax County Public Health System	Halifax	NC
Hanover County	Hanover	VA
Haywood County Government	Waynesville	NC
Health Guidance Center	Charlotte	NC
Hemby Bridge Fire Department	Indian Trail	NC
Henderson County	Hendersonville	NC
Hillsborough County Public Schools	Tampa	FL
Hillsborough County Sheriff's Office	Tampa	FL

Homer Volunteer Fire Department	Homer	GA
Hope Haven, Inc	Charlotte	NC
Hope Mills Fire Department	Hope Mills	NC
Horry County Fire and Rescue	Conway	SC
Horry County Government	Conway	SC
Housing Authority City of Durham	Durham	NC
Howards Creek Fire Dept	Lincolnton	NC
Hudson Fire Department	Hudson	NC
Huntersville Fire Department	Huntersville	NC
Huntersville Police Department	Huntersville	NC
Icard Township Fire Rescue Inc.	Hildebran	NC
Idlewild Volunteer Fire Department	Matthews	NC
Iredell County	Statesville	NC
Jackson County Public Schools	Sylva	NC
James City County	Williamsburg	VA
James Sprunt Community College	Kenansville	NC
Johnson C. Smith University	Concord	NC
Jones County Department of Social Services	Trenton	NC
Kent State University	Kent	OH
Kernersville Fire Rescue Department	Kernersville	NC
Kernersville Police Department	Kernersville	NC
Kure Beach Police Dept.	Kure Beach	NC
Lake Stevens Fire	Lake Stevens	WA
Lancaster County	Lancaster	SC
Lancaster County Fire Service/Lancaster County	Lancaster	SC
Lee County	Sanford	NC
Lee County Council	Bishopville	SC
Lee County Council on Aging	Bishopville	SC
Leland Police Department	Leland	NC
Lenoir County	Kingston	NC
Lenoir-Rhyne University	Hickory	NC
Let Me Run	Charlotte	NC
Lewisville Fire Department	Lewisville	NC
Lexington Police Department	Lexington	NC
Limelight Solutions	Charlotte	NC
Lincoln Charter School	Denver	NC
Loaves Fishes/Friendship Trays	Charlotte	NC
Locke Township Fire Department	Salisbury	NC
Locust Police Department	Locust	NC
Lowell Volunteer Fire Department	Lowell	NC
Marshville Police Department	Marshville	NC
Martinsville Fire & EMS	Martinsville	VA
Matthews Fire and EMS	Matthews	NC
Maysville Fire and EMS	Maysville	NC
Mecklenburg County Sheriff Office	Charlotte	NC
Mecklenburg County	Charlotte	NC

Mecklenburg County - BSSA - Asset and Facility Management	Charlotte	NC
Mecklenburg County Government	Charlotte	NC
Metropolitan Sewerage District	Asheville	NC
Miami Dade County	Doral	FL
Milwaukee County	Milwaukee	WI
Mint Hill Fire Department	Mint Hill	NC
Mint Hill Police Department	Mint Hill	NC
Mitchell Community College	Statesville	NC
Mitchell County Schools	Bakersville	NC
M-NCPPC - Montgomery Parks and Planning	Silver Spring	MD
Mocksville Fire	Mocksville	NC
Montgomery County Emergency Services	Troy	NC
Montgomery County Sheriff's Office	Troy	NC
Moore County	Carthage	NC
Moore County Sheriff's Office	Carthage	NC
Moraine Park Technical College	Fond du Lac	WI
Morehead City Police Department	Morehead City	NC
Mount Eagle College and University	Winston Salem	NC
Mount Mourne VFD	Mount Mourne	NC
Mountain Island Charter School	Mt. Holly	NC
Mulberry Fairplains Fire Rescue	North Wilkesboro	NC
Municipal Fire Department	Rural Hall	NC
N C Wesleyan College	Rocky Mount	NC
Nags Head Fire Rescue	Nags Head	NC
Nash County	Nashville	NC
Nashville Police Department	Nashville	NC
Nations Ford Community Church	Charlotte	NC
NC Dept of Public Instruction - NCCAT	Cullowhee	NC
NC State Ports	Wilmington	NC
New Hanover County	Wilmington	NC
New Hanover County Government	Wilmington	NC
New Hanover County Health Department	Wilmington	NC
New Hanover County Health Dept.	Wilmington	NC
New Hanover County Sheriff's Office	Castle Hayne	NC
New Haven Police Department	New Haven	CT
New Hope Fire Department	Belmont	NC
New Hope Volunteer Fire Department	Belmont	NC
New Kent County Sheriff's Office	New Kent	VA
New Kent Fire-Rescue	New Kent	VA
Newport News Public Schools	Newport News	VA
Niskayuna Central School District	Niskayuna	NY
Norfolk Police Department and Fire-Rescue	Norfolk	VA
North Carolina Retired Governmental Employees' Association	Raleigh	NC
North Carolina State University	Raleigh	NC
Norwood Police Department	Norwood	NC
Oakboro Police Department	Oakboro	NC

Oakboro Rural Volunteer Fire Department	Oakboro	NC
Oconee County	Walhalla	SC
Odell Fire Rescue	Concord	NC
Old Ford Volunteer Fire Department	Washington	NC
Onslow County	Jacksonville	NC
Onslow County Purchasing Dept	Jacksonville	NC
Onslow County Purchasing Warehouse	Jacksonville	NC
Onslow County Schools	Jacksonville	NC
Onslow County Sheriff's Department	Jacksonville	NC
Onslow Water & Sewer Authority	Jacksonville	NC
Orange142, A Direct Digital Holdings Company	Austin	TX
Orangeburg County	Orangeburg	SC
Ore Bank Pumpkin Center Volunteer Fire Department	Denver	NC
Park Ridge Health	Hendersonville	NC
Partners Behavioral Health Management	Gastonia	NC
Pilot Fire Department	Thomasville	NC
Pineville Fire Department	Pineville	NC
Pineville Police Department	Pineville	NC
Pitt Community College	Winterville	NC
Pitt County Sheriff's Office	Greenville	NC
Polk County	Columbus	NC
Polkton Police Department	Polkton	NC
Prince George's County	Largo	MD
Prince George's County Government	Largo	MD
Prince William County Public Schools	Manassas	VA
Public Library of Charlotte and Mecklenburg County	Charlotte	NC
Public Works Commission	Fayetteville	NC
Rabun County Board of Commissioners	Clayton	GA
Randleman Police Department	Randleman	NC
Randolph County	Asheboro	NC
Randolph County Government	Asheboro	NC
Ranlo Fire & Rescue	Gastonia	NC
Ranlo Police Department	Gastonia	NC
RDU Airport Authority	Morrisville	NC
Read's Uniforms	Asheville	NC
Richland County School District One	Columbia	SC
Richmond County Schools	Hamlet	NC
Roanoke City Public Schools	Roanoke	VA
Robinson Vol. Fire Dept.	Charlotte	NC
Rockingham Co Sheriff's Office	Wentworth	NC
Rockingham County Fire Marshal Office	Wentworth	NC
Rockingham County Sheriff's Office	Reidsville	NC
Rolesville Police Department	Rolesville	NC
Rowan County	Salisbury	NC
Rutherford County Government	Murfreesboro	TN
Salisbury Community Development Corporation	Salisbury	NC

Salisbury Police Department	Salisbury	NC
San Joaquin County	Stockton	CA
San Mateo County Transit District	San Carlos	CA
Sardis Timmons ville Fire Dept	Timmons ville	SC
Scituate Police Department	Scituate	MA
scotch Irish Fire Dept	Woodleaf	NC
Scotland County	Laurinburg	NC
Second Harvest Food Bank of Metrolina	Charlotte	NC
Shelby County Community Corrections	Columbiana	AL
Sherrills Ford-Terrell Fire/Rescue	Sherrills Ford	NC
Silk Hope Volunteer Fire Department	Siler City	NC
Sky Valley - Scaly Mountain Volunteer Fire & Rescue Department Inc	Scaly Mountain	NC
Smith Grove Fire Department	Advance	NC
Solid Waste Authority of Palm Beach County	West Palm Beach	FL
South Piedmont Community College	Polkton	NC
Southeastern Community College	Whiteville	NC
Southern Shores Police Department	Southern Shores	NC
Spencer PD/Town of Spencer	Spencer	NC
Spindale Police	Spindale	NC
Spotsylvania County	Spotsylvania	VA
Spotsylvania County Government	Spotsylvania	VA
Spring Hill Fire Department	Spring Hill	TN
Spring Hope Police Department	Spring Hope	NC
St. Joseph County	Centreville	MI
Stallings Fire Department	Indian Trail	NC
Stanly County Sheriff's Office	Albemarle	NC
Statesville fire department	Hiddenite	NC
Statesville Police Department	Statesville	NC
Stoneville Police Department	Stoneville	NC
Suburban Bus Division of RTA, Pace	Arlington Heights	IL
Sunset Beach Fire Department	Sunset Beach	NC
Sunset Beach Police Department	Sunset Beach	NC
Tarboro Police Department	Tarboro	NC
The Durham Center	Durham	NC
The Maryland National Capital Park & Planning Commission	Riverdale	MD
The University of Tennessee	Knoxville	TN
The Well Zone	Rock Hill	SC
Town of Apex	Apex	NC
Town of Aynor	Aynor	SC
Town of Barnstable	Hyannis	MA
Town of Boone Police Department	Boone	NC
Town of Carrboro	Carrboro	NC
Town of Cary	Cary	NC
Town of Cary Police	Cary	NC
Town of Chapel Hill	Chapel Hill	NC
Town of Christiansburg	Christiansburg	VA

Town of Clayton	Clayton	NC
Town of Culpeper	Culpeper	VA
Town of Davidson Fire Department	Davidson	NC
Town Of Denton	Denton	NC
Town of Dracut, MA	Town of Dracut	MA
Town of Elon	Elon	NC
Town of Fort Mill	Fort Mill	SC
Town of Framingham	Framingham	MA
Town of Fuquay-Varina	Fuquay-Varina	NC
Town of Granite Falls	Granite Falls	NC
Town of Harrisburg Fire Department	Harrisburg	NC
Town of Herndon Virginia	Herndon	VA
Town of Hope Mills	Hope Mills	NC
Town of Huntersville	Huntersville	NC
Town of Indian Trail	Indian Trail	NC
Town of Kernersville	Kernersville	NC
Town of Knightdale	Knightdale	NC
Town of Lake Lure	Lake Lure	NC
Town of Lamar	Lamar	SC
Town of Landis	Landis	NC
town of Lillington fire Department	Lillington	NC
Town of Ludlow	Ludlow	MA
Town of Madison	Madison	NC
Town of Maiden Fire Department	Maiden	NC
Town of Marana	Tucson	AZ
Town of Matthews	Matthews	NC
Town of Mayodan	Mayodan	NC
Town of Mooresville	Mooresville	NC
Town of Morehead City	Morehead City	NC
Town of Morrisville	Morrisville	NC
Town of Mt Pleasant	Mt Pleasant	NC
Town of N. Wilkesboro Police Department	North Wilkesboro	NC
Town of Nags Head	Nags Head	NC
Town of Nashville	Nashville	NC
Town of Newport	Newport	NC
Town of Oak Island	Oak Island	NC
Town of Pamplico	Pamplico	SC
Town of Pineville	Pineville	NC
Town of Reading	Reading	MA
Town of Selma	Selma	NC
Town of South Boston	South Boston	VA
Town of Southern Pines	Southern Pines	NC
Town of Southern Pines Police Department	Southern Pines	NC
Town of Stanley Fire Department	Stanley	NC
Town of Surfside Beach	Surfside Beach	SC
Town of Troutman	Troutman	NC

Town of Unionville Vol Fire Dept	Monroe	NC
Town of Wake Forest	Wake Forest	NC
Town of Waxhaw	Waxhaw	NC
Town of Waynesville	Waynesville	NC
Town of Weaverville	Weaverville	NC
Town of Wilkesboro	Wilkesboro	NC
Town of Winterville	Winterville	NC
Town of Yadkinville	Yadkinville	NC
Town of Yarmouth	south Yarmouth	MA
Transylvania County	Brevard	NC
Tri-Development Center of Aiken County, Inc.	Aiken	SC
Ulah Volunteer Fire Department	Asheboro	NC
Ulster County	Kingston	NY
UNC School of the Arts	Winston Salem	NC
Union County	Monroe	NC
Union Cross Fire Department	Kernersville	NC
Union Fire Department	Vale	NC
Union VFD	Vale	NC
Union Volunteer Fire Dept	Vale	NC
University of North Carolina at Chapel Hill	Chapel Hill	NC
Valdese Fire Department	Valdese	NC
Valley Hill Fire & Rescue	Hendersonville	NC
Vance-Granville Community College	Henderson	NC
Village of Misenheimer	Misenheimer	NC
Village of Pinehurst	Pinehurst	NC
Village of Wesley Chapel	Monroe	NC
Virginia Beach EMS Department	Virginia Beach	VA
Virginia Retirement System	Richmond	VA
Wake County Government	Raleigh	NC
Wake County Public School System	Raleigh	NC
Wake Forest Police Department	Wake Forest	NC
Ware Shoals Fire Department	Ware Shoals	SC
Warren County	Warrenton	NC
Washington Metropolitan Area Transit Authority	Washington	DC
Water and Sewer Authority of Cabarrus County	Concord	NC
Waterbury Police Department	Waterbury	CT
Waxhaw Vol Fire Department	Waxhaw	NC
Wayne County Airport Authority	Detroit	MI
Wayne County Office of Emergency Services	Goldsboro	NC
Wayne County Sheriff's Office	Loa	UT
Wears Valley Volunteer Fire Department	Sevierville	TN
Welcome Fire Department	Lexington	NC
Wesley Chapel Fire Department	Wesley Chapel	NC
Wesley Chapel VFD	Waxhaw	NC
West End Fire and Rescue	West End	NC
West Mecklenburg Volunteer Fire Department	Charlotte	NC

West Rowan Fire Department	Mount Ulla	NC
West Yadkin Volunteer Fire Dept INC	Hamptonville	NC
Whispering Pines Police Department	Whispering Pines	NC
Whiteville Fire Department	Whiteville	NC
Whitsett Fire Department	Whitsett	NC
Wildcat VFD	Clarksville	GA
Wilson County	Wilson	NC
Wilson's Mills Police Department	Wilsons Mills	NC
Winston-Salem Fire Department	Winston Salem	NC
Wittenburg Vol. Fire Department	Taylorsville	NC
Woodleaf Fire Department	Woodleaf	NC
Woodleaf Volunteer Fire Dept., Inc.	Woodleaf	NC
Yadkin Valley Volunteer Fire-Rescue Department, Inc.	Patterson	NC
Yadkinville Police Department	Yadkinville	NC
Yadkinville Volunteer Fire Department	Yadkinville	NC