

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**CONTRACT NO. 1300277  
CONTRACT TO PROVIDE  
POLICE VESTS AND RIFLE PLATES**

**CONTRACT REQUIREMENTS**

This Contract (the "Contract") is entered into as of this 24th day of September, 2012 (the "Effective Date"), by and between Lawmen's Safety Supply, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a political subdivision of the State of North Carolina (the "City").

**Statement of Background and Intent**

- A. The City issued An Invitation to Bid ITB number 269-2013-004 dated August 3, 2012 requesting bids from qualified firms to provide the City with Police Vests and Rifle Plates hereafter referred to as ("Products"). This Invitation to Bid, together with all attachments and any amendments, is referred to herein as the "ITB".
- B. The Company submitted a bid in response to ITB number 269-2013-004 on August 13, 2012. This bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Bid."
- C. The City awarded this contract on September 24, 2012 to Company to provide Police Vests and Rifle Plates to the City all in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Contract, the parties agree as follows:

**A G R E E M E N T**

**1. INCORPORATION OF EXHIBITS.**

The following Exhibits are attached to this Contract and incorporated into and made a part of this Contract by reference:

- Exhibit A: **Pricing Sheet**
- Exhibit B: **Terms and Conditions**
- Exhibit C: **Special Conditions**
- Exhibit D: **Specifications**
- Exhibit E: **Insurance Requirements**
- Exhibit F: **Bid Response Forms**

Each reference to the Contract shall be deemed to include all Exhibits. Any conflict between language in an Exhibit to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract. Each reference to Lawmen's Safety Supply, Inc. in the Exhibits and Appendices shall be deemed to mean the Company.

**2. DEFINITIONS.**

The following terms shall have the following meanings for purposes of this Contract (including all Exhibits):

- 2.1 *EFFECTIVE DATE.* The term "Effective Date" refers to the effective date identified in the first paragraph of this Contract.
- 2.2 *PRODUCTS.* The term "Products" shall mean Police Vests and Rifle Plates and all other related items the Company agreed to provide to the City in its Bid.
- 2.3 *SERVICES.* The term "Services" shall include all services that the Company agreed to provide to the City in its Bid.

**3. TERM.**

The initial term of this Agreement will be for two (2) years from the Effective Date with an option to renew for three (3) additional one-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

**4. AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits. Except as set forth on **Exhibit A**, the prices set forth in **Exhibit A** constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services.

**5. COMPENSATION.**

The City shall pay the Company for the Products and Services delivered in compliance with the Specifications at the unit prices set forth in **Exhibit A**. This amount constitutes the maximum fees and charges payable to the Company in the aggregate under this Contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in **Exhibit C**. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in **Exhibit A**.

**6. BILLING.**

Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. **The Company shall submit all invoices using one of the following options:**

- Option 1 – PDF E-mail one copy of each invoice to [cocap@charlottenc.gov](mailto:cocap@charlottenc.gov) . Company shall not mail invoices that have been sent via e-mail.
- Option 2 – Mail one original of each invoice to:

City of Charlotte AP  
PO Box 37979  
Charlotte, NC 28237-7979  
Attention: CMPD

**\*\*Failure to implement and properly execute the invoicing processes listed above may result in termination of the Contract or other action at the sole discretion of the City.**

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

**7. GENERAL WARRANTIES.**

Company represents and warrants that:

- 7.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of North Carolina and is qualified to do business in North Carolina;
- 7.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 7.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
- 7.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 7.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 7.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

**8. ADDITIONAL REPRESENTATIONS AND WARRANTIES.**

Company represents warrants and covenants that:

- 8.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- 8.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 8.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 8.4 The Company shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines in providing the Products and the Services, and shall obtain all necessary permits and licenses.

**9. TERMINATION.**

- 9.1 *TERMINATION WITHOUT CAUSE.* The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

9.2 *TERMINATION FOR DEFAULT BY EITHER PARTY.* By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

- a) The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- b) The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
- c) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

9.3 *ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.* By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- 9.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 9.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

9.4 *NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.* Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

9.5 *OBLIGATIONS UPON EXPIRATION OR TERMINATION.* Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b)

provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

9.6 *NO SUSPENSION.* In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

9.7 *AUTHORITY TO TERMINATE.* The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

10. **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

- a. Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
- b. Notifying all affected vendors and subcontractors of the Company of transition activities;
- c. Performing the transition service plan activities;
- d. Answering questions regarding the products and services on an as-needed basis; and
- e. Providing such other reasonable services needed to effectuate an orderly transition to a new system.

11. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

12. **NON-DISCRIMINATION.** The City has adopted a Commercial Non-Discrimination Policy that is described in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). The Company agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor

shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five years, including the total dollar amount paid by Contractor on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy as set forth in Section 2, Article V of the City Code, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy. The Company understands and agrees that violation of this clause shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

The Company further agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format provided by the City.

13. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
14. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.
15. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:
  - 15.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
  - 15.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee

assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

- 15.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 15.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 15.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 15.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

16. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

<b>For The Company:</b>	<b>For The City:</b>
Dianna Sills	Bruce Erickson
Lawmen's Safety Supply, Inc.	Procurement Services Division
3319 Anvil Place	600 East Fourth Street
Raleigh, NC 27603	Charlotte, NC 28202
Phone: 919-779-6141	Phone: 704-336-5669
Fax: 919-662-1573	Fax: 704-632-8269
E-mail: <a href="mailto:dianna@lawmens.com">dianna@lawmens.com</a>	E-mail: <a href="mailto:berickson@charlottenc.gov">berickson@charlottenc.gov</a>
<b>With Copy To:</b>	<b>With Copy To:</b>
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: <a href="mailto:cwhite@ci.charlotte.nc.us">cwhite@ci.charlotte.nc.us</a>

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

## 17. MISCELLANEOUS

- 17.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 17.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Key Business Executive, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 17.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 17.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in **Section 17.8** constitutes an assignment.
- 17.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 17.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 17.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not

constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

- 17.8 **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 17.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 17.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 17.11 **TAXES.** The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services.
18. **NON-APPROPRIATION OF FUNDS.** If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
19. **CONFIDENTIALITY.**
- 19.1 **DEFINITIONS.** As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 19.1.1 **Trade secrets.** For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

- 19.1.2 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- 19.1.3 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 19.1.4 Information contained in the City's personnel files, as defined by *N.C. Gen. Stat. 160A-168*. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 19.1.5 Citizen or employee social security numbers collected by the City.
- 19.1.6 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 19.1.7 Local tax records of the City that contains information about a taxpayer's income or receipts.
- 19.1.8 Any attorney / client privileged information disclosed by either party.
- 19.1.9 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 19.1.10 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 19.1.11 Building plans of city-owned buildings or structures, as well as any detailed security plans.
- 19.1.12 Billing information of customers compiled and maintained in connection with the City providing utility services
- 19.1.13 Other information that is exempt from disclosure under the North Carolina public records laws

Categories 19.1.3 through 19.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

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

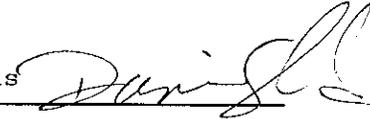
- 19.2 **RESTRICTIONS.** Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
  - 19.2.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.

- 19.2.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
- 19.2.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 19.2.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 19.2.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 19.2.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 19.2.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 19.2.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- 19.2.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- 19.3 EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish
- 19.3.1 Was already known to Company prior to being disclosed by the City;
- 19.3.2 Was or becomes publicly known through no wrongful act of Company;
- 19.3.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
- 19.3.4 Was used or disclosed by Company with the prior written authorization of the City;

- 19.3.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
- 19.3.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

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

**LAWMEN'S SAFETY SUPPLY, INC.**

BY: Dianna Sills 

TITLE: Sales Administrator

**ATTESTED:**

**CITY OF CHARLOTTE  
CITY CLERK'S OFFICE**

**CITY OF CHARLOTTE**

BY: 

BY: Eric D Campbell  
10/12/2012

TITLE: ASSISTANT CITY MANAGER

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

**CITY OF CHARLOTTE  
FINANCE DEPARTMENT**

BY: N/A – purchase orders will be issued as needed  
(signature)

**APPROVED AS TO INSURANCE REQUIREMENTS:**

BY 

**EXHIBIT A  
PRICING SHEET**

LAWMEN'S SAFETY SUPPLY, INC.  
RALEIGH, NC

**Section 6  
Required Forms – Form Three**

**PRICING SHEET  
ITB # 269-2013-004**

**S.W.A.T. VESTS AND RIFLE PLATES**

The undersigned proposes to furnish the following items in strict conformance to the bid specifications and bid invitation issued by the City of Charlotte and/or Mecklenburg County for this bid. Any exceptions are clearly marked in the attached copy of bid specifications.

**BIDS ARE DUE NO LATER THAN 3:00 P.M., AUGUST 13, 2012**

<u>Item #</u>	<u>Items</u>	<u>Estimated Quantities</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
** 1 see below	Protech FAV MKIIA Enhanced tactical vest with throat , neck, groin, and upper arm protection	50	\$1344.80	\$67,240.00
2	SM01-Type IIIA Vest Armor	50	\$764.00	\$38,200.00
3	2113-MC3 Rifle Plate	50	\$498.00	\$24,900.00
<b>TOTAL BID</b>				<b>\$ 130,340.00</b>

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

The City reserves the right to award multiple Contracts for the Products and Services required by this ITB if the City deems multiple Contracts to be in the City's best interest.

Delivery Time: 45-60

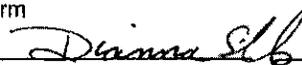
Payment Terms: Net 15 Days

The undersigned hereby certifies the Bidder has read the terms of this bid document, including the sample contract (Section 7) and is authorized to bind the firm to the information herein set forth.

Date: 8/9/2012 Lawmen's Safety Supply, Inc.

Legal Name of Firm

BY: Dianna Sills Sales Administrator



Name and Title of Person Signing (please print)

\*\*Item 1 There are no ballistic panels in this item.  
A complete vest unit per operator is Item 1, plus Item 2, plus Item 3.

**EXHIBIT B**  
**TERMS AND CONDITIONS**

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

**Definite Quantity:** The Contract will be a fixed-price contract that provides for delivery of a specified quantity of Products and Services either at specified times or when ordered.

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

**2.2 Terms of Contract:**

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

**Contract Terms and Renewal Options:** The contract term shall be for a period of two (2) years from the date of award. The City at its option may extend the contract for up to three (3) additional one-year extensions unless the Bidder objects in writing at least ninety (90) days prior to the beginning of the extension term.

(B) **One Time Purchase:** Contract awarded is for a specific quantity purchased at one time.

**2.3 Notice to Proceed:** The successful Bidder shall not commence work or make shipment under this Invitation to Bid until duly notified by receipt of an executed Contract from the City. If the successful Bidder commences work or makes shipment prior to that time, such action is taken at the Bidder's risk, without any obligation of reimbursement by the City.

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

**2.5 Prices Are Firm:** Each Bidder warrants the bid price(s), terms and conditions quoted in its bid shall be firm for acceptance by the City for a period of one hundred twenty (120) calendar days from the date of the Bid opening. Once award is made and a Contract is in place, prices shall remain firm and fixed for the entire Contract period, unless otherwise allowed in the Special Conditions and stated in the Bid. If your Bid includes price increases over the term of the Contract, such increases must be clearly designated on Form Three of the Bid Response Package (Pricing Sheet).

**2.6 Prompt Payment Discounts:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except

as a factor to aid in resolving cases of identical prices.

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

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

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

**2.9 Preparation for Delivery:**

- (A) **Condition and Packaging.** All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Bidder shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Bidder will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
- (B) **Marking.** All cartons shall be clearly identified with the City purchase order number and the name of the department or key business making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc.).
- (C) **Shipping.** The Bidder shall follow all shipping instructions included in this Invitation to Bid, the City's purchase order or in the Contract with the City.

- 2.10 Acceptance of Products/Services:** The Products delivered under this Invitation to Bid shall remain the property of the successful Bidder 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 successful Bidder and return such Products (and any related goods) to the Bidder at the Bidder's expense. In the event the Services provided under this Invitation to Bid do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the successful Bidder. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

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

least impact to the operation of City business.

- 2.12 Manufacturer or Dealer Advertisement:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
- 2.13 Right to Cover:** If the successful Bidder fails to comply with any term or condition of the Contract or the Bidder's response to this Invitation to Bid, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
  - (B) Recover from such Bidder 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 Bidder's response to this Invitation to Bid.
- 2.14 Right to Withhold Payment:** If a Bidder breaches any provision of the Contract, the City shall have the right to withhold all payments due to the Bidder until such breach has been fully cured.
- 2.15 Certification of Independent Price Determination:** By submission of a Bid, the Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that in connection with this procurement:
- (A) The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
  - (B) Unless otherwise required by law, the Bidder has not knowingly disclosed the prices that have been quoted in this bid directly or indirectly to any other Bidder or to any competition prior to the opening of the bid.
  - (C) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- 2.16 Subcontracting:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
- 2.17 Compliance with Laws:** All Products and Services delivered under this Invitation to Bid shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the successful Bidder shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 2.18 City License Requirement:** A current City of Charlotte and/or Mecklenburg County Business License is required for a successful Bidder who either personally or through agents, solicits business within City limits; or picks up and/or delivers Products or delivers Services within City limits. All questions regarding licensing should be directed to the Business Tax Collections Office, 704-336-6315.
- 2.19 No Liens:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
- 2.20 Other Remedies:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

- 2.21 Amendment:** No amendment or change to the Contract shall be valid unless in writing and signed by both parties to the Contract.
- 2.22 Governing Law and Jurisdiction:** North Carolina law shall govern the interpretation and enforcement of the Contract, and any other matters relating to the Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to the Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By submitting a response to this Invitation to Bid, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 2.23 Binding Nature and Assignment:** The Contract shall bind the parties and their successors and permitted assigns. Neither party may assign the Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in this Invitation to Bid shall constitute an assignment.
- 2.24 No Delay Damages:** Under no circumstances shall the City be liable to the successful Bidder for any damages arising from delay, whether caused by the City or not.
- 2.25 Force Majeure:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:
- (A) If such failure or delay:
    - (1) could not have been prevented by reasonable precaution;
    - (2) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
    - (3) if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
  - (B) An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
  - (C) Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the successful Bidder from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the successful Bidder.
  - (D) Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the successful Bidder or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Bidder of any obligation it may have regarding disaster recovery, whether under the Contract or at law.
- 2.26 Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the Contract shall not affect the validity of the remaining portion of the Contract so

long as the material purposes of the Contract can be determined and effectuated. If any provision of the Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and the Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

- 2.27 No Publicity:** No advertising, sales promotion or other materials of the successful Bidder or its agents or representations may identify or reference the Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the successful Bidder may list the City as a reference in responses to requests for Bids, and may identify the City as a customer in presentations to potential customers.
- 2.28 Waiver:** No delay or omission by either party to exercise any right or power it has under the Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of the Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of the Contract shall be effective unless in writing and signed by the party waiving the rights.
- 2.29 Survival of Provisions:** Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to all definitions and a list of surviving Sections which will be included in the final Contract.
- 2.30 Change in Control:** In the event of a change in "Control" of the successful Bidder (as defined below), the City shall have the option of terminating the Contract by written notice to the successful Bidder. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in the Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the successful Bidder or (ii) the power to direct or cause the direction of the management and policies of the successful Bidder whether through the ownership of voting securities, by contract or otherwise.
- 2.31 Commercial Non-Discrimination:** The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). As a condition of entering into this Contract the Company agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into the Contract, the Company agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five years, including the total dollar amount paid by Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any

documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

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

**EXHIBIT C  
SPECIAL CONDITIONS**

- 3.1 Price Adjustment As Part of the Bid:** To submit price adjustments as part of your Bid, you must: (a) comply with any limitations or instructions that are stated in this ITB; and (b) state very clearly in the Price Sheet of your Bid Response Forms the proposed price adjustments or, if permitted, the price adjustment formula. Restrictions and instructions regarding price adjustments are provided in the Bid Response Forms. It is important that you check for these restrictions and instructions carefully. In some instances price adjustments are not permitted as part of the Bid. In other instances formula price increases are prohibited due to the difficulty they create in comparing Bid prices.
- 3.2 Price Adjustment If Not Included as Part of the Bid:** If price adjustments are not included in your Bid, the price(s) stated in your Bid shall apply for the entire term of the Contract unless the City approves a price adjustment in writing in accordance with the following terms:
- (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 a Bidder for inefficiency in operation, increase in labor costs, or for additional profit.
  - (B) To obtain approval for a price increase, the Bidder shall submit a written request to the Procurement Services Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally bid.

City of Charlotte  
BSS/Procurement Services Division  
600 East Fourth Street  
Charlotte, NC 28202
  - (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 Bidder 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 Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 3.3 Options and Accessories:** The City may in its discretion purchase from the successful Bidder options and accessories beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.
- 3.4 Documentation:** The successful Bidder will provide for all Products purchased under this Invitation to Bid written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such Products for the purpose for which the City is acquiring them.
- 3.5 Design and/or Manufacturer Requirement:** All Products and Services shall meet the Specifications set forth in Section 4 of this ITB.

- 3.6 Contract Monitoring:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the successful Bidder shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
- 3.7 Site Visit:** At the option of the City, a plant and facility inspection may be required as described under Section 2.8 of this Invitation to Bid.
- 3.8 Reporting:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
- 3.9 Audit:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
- 3.10 Liquidated Damages:** The Company acknowledges and agrees that the City may incur costs if the Company fails to meet the certain requirements set forth in the Specifications (including without limitation the opening date requirement, delivery times, inventory levels, accurate invoices and reporting requirements). The Company further acknowledges and agrees that: (a) the City may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Company agrees to pay liquidated damages at the rates set forth in the Specifications. The parties agree that the liquidated damages set forth in the Specifications shall be the City's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Company to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.
- 3.11 Background Checks:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
- a) Criminal records search,
  - b) Identification verification; and
  - c) Proof of authorization to work in the United States.
- The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.
- 3.12 Multiple Contract Awards:** The City reserves the right to award multiple Contracts for the Products and Services required by this ITB if the City deems multiple Contracts to be in the City's best interest.

## EXHIBIT D SPECIFICATIONS

- 4.1 Scope of Work:** The scope of this contract shall be to provide the Products and Services to the City of Charlotte in compliance with the specifications and terms and conditions set forth in this Invitation to Bid.
- All Products and component parts furnished under the Contract shall be new, shall meet all requirements of these Specifications and shall operate in full compliance with these Specifications
- 4.2 Manufacturer/Model:** Protech Model FAV MKII vest with Protech SM01-Type IIIA armor and Protech 2113 MC-3 Rifle Plates have been tested and evaluated by Charlotte Mecklenburg Police Department and determined to be the best SWAT tactical vests and rifle plates for the division. Protech FAV MKII, SM01-Type IIIA and 2113 MC-3 are the only manufacturer/model that will be acceptable for this solicitation. Bid responses offering manufacturer/models other than the stated required will not be considered.
- 4.3 Specifications:** The bidder shall furnish bullet proof vests that conform to the following specifications:
- 4.3.1 Material-** Water repellant 1000 Denier Cordura outer shell with 420 Denier diamond rip stop nylon inner lining. 647.09 square inch of front, back, shoulder, and enhanced side ballistic protection. Internal panel Insertion system with Grip-Lok internal armor panel suspension.
- 4.3.2 Features-** each vest to include the following items:
- a. Detachable ballistic collar
  - b. Detachable Throat protection
  - c. Detachable Bicep Protection with Velcro 5.5" wide on sleeve end to end.
  - d. Detachable Groin Protection
  - e. Six (6) Protech TP series utility pouches (CMPD choice)
  - f. "POLICE" lettering on front and back
- 4.3.3 Armor-** each vest to include Protech SM01-Type IIIA armor. Armor shall meet or exceed NIJ standard: 0101.06
- 4.3.4 Rifle Plates-**Protech model 2113 MC-3 plates shall meet or exceed NIJ: 0101.06 standards. Plates shall me multi-curve shooters cut with Polyethylene ballistic material.
- 4.4 Measuring:** Successful Bidder shall provide measuring service at CMPD location at no additional charge.
- 4.5 Quantities:** The City will issue purchase orders for quantities of Products as needed during the term of the Contract. The City reserves the right to purchase Products and Services according to actual need and does not guarantee quantities. 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.
- 4.6 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.

- 4.6.1** The Company shall provide the City with two copies of the manufacturer's written warranty for each item of equipment.
- 4.6.2** It shall be the responsibility of the manufacturer to pay all shipping and crating costs associated with warranty repairs.
- 4.7 Pricing:** Bids shall be submitted as a fixed unit cost per item, which includes sizing, shipping and delivery, any discounts, vendor markup/profit, item cost and storage. No other charges are allowed.
- 4.8 Delivery:** All armor provided under this contract must be delivered F.O.B. Destination within Delivery and freight charges are to be included in bid price. Failure to comply with this requirement shall be cause to terminate this contract unless such failure is confined to infrequent and isolated instances, which do not involve major purchases.
- 4.8.1** Deliveries must be made to each individual department or key business unit. Addresses for the various departments will be provided to the Successful Bidder.
- 4.8.2** Each order delivered must have a packing slip enclosed. The packing slip must clearly show the items ordered, unit of measure, contract pricing, items enclosed and identify any items on backorder.
- 4.9 Delivery Personnel:** All delivery personnel of the successful Supplier 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.
- 4.10 Invoices:** All invoices shall be prepared in duplicate and sent to the following address:

**The Company shall submit all invoices using one of the following options:**

- Option 1 – PDF E-mail one copy of each invoice to [cocap@charlottenc.gov](mailto:cocap@charlottenc.gov) . Company shall not mail invoices that have been sent via e-mail.
- Option 2 – Mail one original of each invoice to:

City of Charlotte AP  
PO Box 37979  
Charlotte, NC 28237-7979  
Attention: CMPD

**\*\*Failure to implement and properly execute the invoicing processes listed above may result in termination of the Contract or other action at the sole discretion of the City.**

- 4.11 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 armor items included in this Contract if the items are no longer needed by the City.
- 4.12 Customer Service Representative:** The Company must dedicate a Full-Time "Account Executive" for servicing the City. The account executive must be available by cell phone. The cell phone must be operational at all times. All communicational contact, either via phone, email, etc. must be addressed with a response within two (2) business days. The account executive must be available to attend meetings regarding armor 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 armor 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.

- 4.13 Company Personnel Removal or Replacement:** The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide services to the City.
- 4.14 Applicable Laws:** The Suppliers must be familiar with, have a working knowledge of, and comply with all federal, state, and local laws, statutes, ordinances and regulations as applicable to the service requirements of this ITB. These shall include the rules, regulations and interpretations of the North Carolina Department of Labor relative to Occupational Safety and Health Standards.
- 4.15 Permitting Responsibilities:** All permits and inspections are the sole responsibility of the successful Bidder.
- 4.16 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 under 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.
- 4.17 Material Safety Data Sheets:** In addition to meeting Federal and State Laws and requirements concerning hazardous chemicals, contractor shall forward with each invoice a proper and current Material Safety Data Sheet (MSDS). Furthermore, contractor shall furnish the City and/or its agencies additional MSDS as requested.
- 4.18 City Department Participation:** Other City Departments shall be permitted to purchase armor 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.
- 4.19 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.
- 4.20 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.
- 4.21 Samples:** Prior to award of a contract, vendors may be required to furnish a sample of each item awarded, at no charge to the City or County. Samples will be retained by Procurement Services for comparison with items delivered under the resulting contract.

**EXHIBIT E**  
**INSURANCE REQUIREMENTS**

- 5.1 Indemnification.** To the fullest extent permitted by law, and except to the extent any Charge (as defined below) arises from or results from any breach, negligence or willful misconduct of any Indemnitee(s) (as defined below), the Company shall indemnify, defend and hold harmless each of the Indemnitees from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Products or Services ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible, or from any allegations of the forgoing; or (iv) arising from the Company's violation of any law, regulation or ordinance, or from any allegation of the forgoing; or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to workers' compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected Product or Service; or (ii) repair or replace the infringing Product or Service so that it becomes non-infringing, provided that the performance of the overall Product(s) and Service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty days after the City provides notice to the Company that it has been directed to cease use of a Product or Service, then such failure shall be deemed a Major Performance Failure and the City shall have the right to pursue any legal or equitable remedies it may have.

- 5.2 Insurance:** Throughout the term of the Contract, the successful Bidder shall comply with the insurance requirements described in this Form. In the event the successful Bidder fails to procure and maintain each type of insurance required by this Form, or in the event the successful Bidder fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the successful Bidder.

The successful Bidder agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

**5.2.1 Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

**5.2.2 Commercial General Liability:** Bodily injury and property damage liability as shall protect

the successful Bidder and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the successful Bidder, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.

**5.2.3 Workers' Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

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

The successful Bidder shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The successful Bidder shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The successful Bidder shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract and shall name the City as an additional named insured under the commercial general liability.

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

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder and/or subcontractor providing such insurance.

EXHIBIT F  
BID RESPONSE FORMS

LAWMEN'S SAFETY SUPPLY, INC.  
RALEIGH, NC

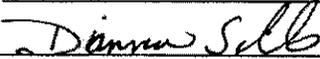
Section 6  
Required Forms – Form One

BID SUBMISSION FORM  
ITB # 269-2013-004  
S.W.A.T. VESTS AND RIFLE PLATES

This Bid is submitted by:

Company Name: Lawmen's Safety Supply, Inc.

Representative (printed): Dianna Sills

Representative (signed): 

Address: 3319 Anvil Place

City/State/Zip: Raleigh, NC 27603

Telephone: 919-779-6141

(Area Code) Telephone Number

Facsimile: 919-662-1573

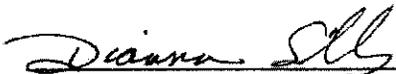
(Area Code) Fax Number

E-Mail Address: dianna@lawmens.com

It is understood by the Vendor that the City reserves the right to reject any and all Bids, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this ITB. Bids are valid for one hundred twenty (120) calendar days from Bid Opening.

Lawmen's Safety Supply, Inc.                      8/9/2012

**Company Name**    **Date**

                      Dianna Sills

**Authorized Signature**    **Please type or print name**

**Section 6**  
**Required Forms – Form Two**

**ADDENDA ACKNOWLEDGEMENT FORM**  
**ITB # 269-2013-004**  
**S.W.A.T. VESTS AND RIFLE PLATES**

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

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

<i>Procurement Services Rep. Name</i>	<i>Telephone Number</i>
Bruce Erickson	704-336-5669

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

Addendum #	Date Issued
_____	_____
_____	_____
_____	_____

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

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

Add others as needed

**Section 6**  
**Required Forms – Form Two**

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

The signature below certifies that: (a) the Bidder's Bid complies with the requirements of this Invitation to Bid; (b) that items 1(A) through 1(D) of the above checklist have been verified as complete, and (c) that the Bidder takes no exception to the terms of the ITB other than those listed in the chart contained in this Form.

Date: 8/9/2012

Bidder: Lawmen's Safety Supply, Inc.

Print name of Bidder

By: Dianna Sills

Signature: 

Print name and title of signatory

**Section 6**  
**Required Forms – Form Four**

**NON-DISCRIMINATION PROVISION**  
**FOR ALL CITY CONTRACTS**

Project: S.W.A.T. VESTS AND RIFLE PLATES

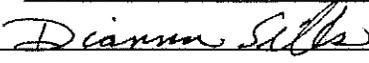
All requests for bids or Bids issued for City contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed bid or Bid, the Bidder or Proposer has considered all bids and Bids submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in Section 2.
2. For purposes of this section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid or Bid submitted with this certification, and terminate any contract awarded based on such bid or Bid It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City contracts or bid processes for up to two years.
4. As a condition of contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the bid or Bid and to any contract awarded on such bid or Bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its bid or Bid, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a bid or Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: Lawmen's Safety Supply, Inc.

BY: Dianna Sills TITLE: Sales Administrator

SIGNATURE OF AUTHORIZED OFFICIAL: 

DATE: 8/9/2012

Attachment 1

REFERENCES

Company Name: Lawmen's Safety Supply, Inc.

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

NAME OF FIRM: NC SBI
ADDRESS OF FIRM: <u>121 East Tryon Road</u> <u>Raleigh, NC 27626</u>
CONTACT PERSON: Bill Carter
TELEPHONE NUMBER: 919-662-4509 ext. 6280
FAX NUMBER: 919-662-4664
NAME OF FIRM: Charlotte PD
ADDRESS OF FIRM: <u>1750 Shopton Road</u> <u>Charlotte, NC 28217</u>
CONTACT PERSON: Sgt. Eric Peterson
TELEPHONE NUMBER: 704-200-8920
FAX NUMBER: 704-336-5712
NAME OF FIRM: High Point PD
ADDRESS OF FIRM: <u>1009 Leonard Avenue</u> <u>High Point, NC 27260</u>
CONTACT PERSON: Byron Low
TELEPHONE NUMBER: 336-887-7953
FAX NUMBER: 336-887-7984



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/9/2012

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

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

<b>PRODUCER</b> Joseph Chiarello & Co., Inc. 31 Parker Road Elizabeth NJ 07208-2118	<b>CONTACT NAME:</b> Maria Marques <b>PHONE (A/C, No, Ext):</b> (908) 352-4444 <b>E-MAIL ADDRESS:</b> mrm@jcinsco.com	<b>FAX (A/C, No):</b> (908) 352-8512
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Granite State Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL124900126                      **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 SUBR INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	02LX37863119	3/15/2012	3/15/2013	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Vendor's Endorsement					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				PRODUCTS - COM/POP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTD					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The City of Charlotte is included as Additional Insured under General Liability and as required by written contract. This insurance shall be primary and non-contributory. 30 Day Notice of cancellation RE: ITB# 269-2012-034; Contract # 1100734 (2011-032); Contract # 1200634 ITB 269-2012-051; Contract # 1200724 ITB 269-2012-064; Contract ITB#269-2012-030; Contract ITB#269-2012-102; Contract 1100817-2 ITB 269-2011-020; AND Contract No. 1300277 ITB 269-2013-004.

<b>CERTIFICATE HOLDER</b>  THE CITY OF CHARLOTTE Attn Mr Burce Erickson 600 East 4th Street Charlotte, NC 28202	<b>CANCELLATION</b>  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  Maria Marques/BCC <i>Maria Marques</i>
--	--



BUSINESS AUTO DECLARATIONS

80483

NATIONWIDE MUTUAL FIRE INSURANCE CO ONE NATIONWIDE PLAZA COLUMBUS, OH 43215-2220

Amended Declarations 03/15/2012

Number: ACP BAF 2243144191

Effective from 03/15/2012 to 03/15/2013 12:01 A.M. Standard time at the mailing address below

Named Insured: LAWMEN'S SAFETY SUPPLY INC

Mailing Address: 3319 ANVIL PL RALEIGH, NC 27603-3514

Agency Name: KEN LAWSON, JR. Agency Address: RALEIGH NC 27615-6561

32 80483-001 000 22 (919)846-2090

Insured is a(n): CORPORATION

Operating as a(n): SAFETY SUPPLIES

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO'S section of the Business Auto Coverage Form next to the name of the coverage.

Table with 4 columns: COVERAGES, COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos), LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS, PREMIUM. Rows include LIABILITY, PERSONAL INJURY PROTECTION, MEDICAL PAYMENTS/EXPENSE, UNDERINSURED MOTORISTS, UM BI/PD, UIM BI/PD, UM PD SEE VEHICLE SCHEDULE, PHYSICAL DAMAGE - COMPREHENSIVE COVERAGE, PHYSICAL DAMAGE - SPECIFIED CAUSES OF LOSS COVERAGE, PHYSICAL DAMAGE - COLLISION COVERAGE, TOWING AND LABOR, CARGO LIABILITY, MISCELLANEOUS PREMIUM.

Empty rectangular box for additional information or notes.

Estimated Basic Premium: \$
Estimated Surcharge(s): \$
Estimated Tax(es): \$
Estimated Total Premium: \$

Empty rectangular box for countersignature.

Countersigned By \_\_\_\_\_ Authorized Representative

00 (01) 3/14

3. A. **Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: NC (SP0 ), SC (SP0 ).

B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	\$100,000	each accident
Bodily injury by Disease	\$500,000	policy limit
Bodily injury by Disease	\$100,000	each employee

C. **Other States Insurance:** Part Three of the policy applies to the states, if any , listed here:

ALL STATES EXCEPT ND, OH, WA, WY, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. **This policy includes these endorsements and schedule:**

WC 99 00 05 WC 00 04 06 WC 00 04 21C WC 00 04 22A WC 99 03 00B  
SEE ENDT

4. **The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

Classifications Code Number and Description	Premium Basis		Estimated Annual Premium
	Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	

(SEE ATTACHED SCHEDULES)

TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION  
 PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION  
 TOTAL ESTIMATED ANNUAL STANDARD PREMIUM  
 PREMIUM DISCOUNT  
 EXPENSE CONSTANT (0900)  
 TERRORISM (9740)  
 CATASTROPHE (9741)  
 TOTAL ESTIMATED ANNUAL PREMIUM

**Total Estimated Annual Premium:**

**Deposit Premium:**

**Policy Minimum Premium:**

Interstate/Intrastate Identification Number: 911430258 /

Labor Contractors Policy Number:

NAICS:  
SIC: 5941

02602 \*1500176YGL7050101

