



Date: **01/24/2019**  
 ITB Number: **20190001**

**Invitation to Bid  
 for  
 Fire Turnout Gear  
Schedule**

DATE	EVENT
(a) <b>01/24/2019</b>	Issuance of Invitation to Bid ("ITB") by Town of Wadesboro ("Town").
(b) <b>2/1/2019</b> by <b>1700</b>	Submission of Written Questions Prior to Pre-Bid Conference.
(c) <b>2/4/2019</b> at <b>1500</b>	Pre-Bid Conference (Non-Mandatory).
(d) <b>2/5/2019</b> by <b>1700</b>	Submission of Written Questions After the Pre-Bid Conference.
(e) <b>2/8/2019</b> by <b>1700</b>	Bid Submission.
(f) <b>2/11/2019</b> at <b>1100</b>	Public Bid Opening-124-126 E. Wade St.,Wadesboro, NC 28170
(g) <b>3/4/2019</b>	Contract Award by Council.
(h) <b>3/5/2019</b>	Company begins providing the Work.

**Section 1: Instructions to Bidders**

**1.1 Review and Comply.** The ITB consists of the following components:

Section1: General instructions and special conditions that apply to this bid process and procurement.

Section 2: The forms that a Bidder is required to complete and return as its Bid (called the "Bid Response Forms")

Section 3: A contract substantially similar to the final contract the successful Bidder will be expected to sign, including **Exhibit A**, the details for the entire scope of work falling under this ITB (the "Specifications").

Each reference to this ITB includes all components listed above as well as any addenda provided by the Town. Please review each section carefully. Bidders will be held accountable for having full knowledge of the contents of this ITB and for performing any due diligence that may be necessary to submit a binding Bid.

## 1.2 **Definitions.**

(A) *Bid* shall mean the response to this ITB completed on the Bid Response Forms.

(B) *Bid Response Forms* shall mean the forms attached hereto in **Section 2** and submitted as the response to this ITB.

(C) *Bidder* shall mean an individual or entity submitting a Bid to this ITB.

(D) *Town* shall mean the Town of Wadesboro.

(E) *Company* shall mean the successful Bidder.

(F) *Contract* shall mean the terms and conditions under which the Company shall provide the Work.

(G) *ITB* shall mean Invitation to Bid.

(H) *Procurement Manager* shall mean the Town employee identified in **Section 1.7** and who is responsible for the facilitation of this solicitation process.

(I) *Project Manager* shall mean the Town or Company employee who is the point of contact under this Contract.

(J) *Specifications* shall mean the scope and details of the Work that the Company will provide under the Contract.

(K) *Work* shall mean the actual products and/or services provided in compliance with the Specifications and under this Contract.

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

**1.4 Binding Offer.** Each Bid submitted in response to this ITB constitutes a firm offer that is binding for ninety (90) days from the date of the Bid opening and must comply with all terms, conditions and requirements stated in this ITB, except to the extent the Bidder takes exception to such provisions in the manner required by **Section 1.13**.

**1.5 Addendum.** Any changes to the terms, conditions or requirements of this ITB will be documented in written addendum issued by the Town. These addenda will be posted as detailed in **Section 1.7**. The receipt of each addendum must be acknowledged using the space provided on **Form 2** in **Section 2**. The Town may not consider any Bid that fails to acknowledge receipt of each issued addendum.

**1.6 Pre-Bid Conference.** When a **Non-Mandatory** Pre-Bid Conference is scheduled, as reflected above, the meeting will be held at Town Hall - 124-126 E. Wade St,

Wadesboro, NC 28170. Regardless of if the conference is mandatory or non-mandatory, all Bidders are encouraged to attend. If special accommodations are required for attendance, please notify the Procurement Manager as listed in **Section 1.7**.

- 1.7 Questions.** The Town is committed to providing all prospective Bidders with accurate and consistent information in order to ensure that no Bidder obtains an unfair competitive advantage. To this end, from the date of this ITB until the time of the Bid opening, no interpretation or clarification of the meaning of any part of this ITB will be made orally to any prospective Bidder with the exception of questions answered at any pre-bid conference. Requests for information or clarification of this ITB must be made in writing and addressed to the Procurement Manager at the address, or email listed below, with email being the preferred method of communication. Questions should reference the ITB page and topic number. All Questions must be submitted by the dates referenced in the schedule on the first page of this ITB.

**Town of Wadesboro**  
**Attn: Town Manager**  
**ITB # 20190001**  
**PO Box 697**  
**Wadesboro, NC 28170**  
**Email: wadesboromanager@windstream.net**

The Town will post answers to timely submitted questions posed by prospective Bidders and other information concerning this ITB on the Town's Advertisements for Bids and Proposals website, located at the address below. ITB information can be accessed by searching the website for the ITB number listed on the first page of this ITB.

[www.townofwadesboro.org/public-notices.html](http://www.townofwadesboro.org/public-notices.html)

**It is the responsibility of the prospective Bidder to check the website for any addenda issued for this ITB.** The Town reserves the right to disqualify any prospective Bidder who contacts a Town employee, or agent concerning this ITB, other than in accordance with this Section.

- 1.8 How to Prepare Bid Responses.** All Bids shall be prepared as follows:
- (A) Complete all forms provided in **Section 2**. All responses must be submitted solely on these forms.
  - (B) Bid responses must be typewritten or completed in ink, signed by the Bidder or the Bidder's authorized representative. All erasures or corrections must be initialed and dated by the authorized representative who signs the Bid forms on behalf of the Bidder.
  - (C) Bids must be accompanied by accurate descriptions of the exact materials, supplies, vehicles and/or equipment offered for purchase, including any detailed information as requested in **Exhibit A** of the Contract, located in **Section 3** of this ITB.
- 1.9 How to Submit Bid Responses.** All Bidders shall:
- (A) Submit their Bid in a sealed opaque envelope with the following information written on the outside of the envelope"
    - (1) The Bidder's company name;
    - (2) The ITB number as indicated on the first page of this ITB; and

- (3) Identification of the Work for which the Bid is submitted as indicated on the first page of the ITB
- (B) No Bidder shall submit more than one Bid unless multiple or alternative bids are requested in **Exhibit A** of the Contract, located in **Section 3** of this ITB. Any multiple or alternative bids must be brought to the Town's attention either during the pre-bid conference or submitted in writing at least five (5) days prior to the Bid opening.
- (C) Mail or deliver one (1) unbound original Bid signed in ink by a company official authorized to make a legal and binding offer and two (2) copies plus one (1) electronic copy on a CD or Flash Drive in PDF or Word format to the address listed below, by the date and time listed in the schedule on the first page of this ITB. Any Bid not submitted per the requirements of this Section will be considered non-responsive and will not be considered.

Mail or Deliver to:  
Town of Wadesboro  
Attn: Town Manager  
ITB # 20190001  
PO Box 697  
Wadesboro, NC 28170

- 1.10 Guarantor.** If the Bidder is a subsidiary of another entity, the Town requires that the Bidder's parent entity provide a guarantee of payment of all of the Bidder's obligations under the Contract. The Town also may require from any Bidder a guaranty from another entity, other than the parent, where applicable, if the Town concludes that such guaranty would be beneficial to protect the Town's interest. If a guarantor is required, the Bidder must: (a) identify a guarantor that is acceptable to the Town, (b) provide the Town with the same financial information about the guarantor that the Bidder is required to provide about itself under this ITB; and (c) provide the Town with a signed, legally binding guaranty agreement from the approved guarantor that is acceptable to the Town in its sole discretion. Failure to comply with the foregoing shall be grounds for rejection of the Bidder's Bid.
- 1.11 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.
- 1.12 Ownership and Public Record.** All Bids and supplementary material provided as part of this process will become property of the Town upon submission. Bidders are advised that all information included in the materials provided may become available to the public under North Carolina's Public Records Law except for information that falls under one or more of the statutory exceptions set forth in Chapter 132 and 66-152 *et seq.* of the North Carolina General Statutes. Bidders may only designate information confidential that it, in good faith, considers a trade secret or confidential under North Carolina public records and trade secret law. However, the Town reserves the right to review and make any final determination on if any material submitted is in fact protected by an exception to North Carolina's public record law. In submitting a Bid, each Bidder agrees that the Town may reveal any trade secrets or confidential information to Town staff, consultants or third parties assisting with this ITB and resulting Contract. Where information is marked Trade Secret, Bidder agrees to indemnify and hold harmless the Town and each

of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material which Bidder has designated as a trade secret or confidential.

- 1.13 How to Submit an Exception.** If the Bidder wants to take an exception to the Specifications as stated in **Exhibit A** to the Contract included in **Section 3** of this ITB, the Bidder must clearly identify in **Form 3** each of the following:
- (A) the number and title of each section of the Specifications that the Bidder takes exception to;
  - (B) the specific sentence within such section that the Bidder takes exception to; and
  - (C) any alternative provision proposed by the Bidder. Bidders are reminded that a material variance from the terms of this ITB may result in the Bid being rejected by the Town.
- 1.14 How to Submit an Objection.** When a Bidder has an objection to the terms and conditions of this ITB or to the Contract as included in **Section 3**, the Bidder may submit such objection by doing the following:
- (A) When a pre-bid conference is scheduled, the Bidder should either present their objection at that time (either verbally or in writing), or submit a written objection prior to the scheduled pre-bid conference.
  - (B) When a pre-bid conference is not scheduled, Bidders must submit objections in writing no later than the deadline to submit questions as stated in the scheduled on the first page of this ITB.
  - (C) Except for objections raised at the pre-bid conference, all objections must be directed to the Procurement Manager.
  - (D) Failure to object in the manner specified in this Section shall constitute a waiver of any objections the Bidder may have to the terms and conditions or to anything that occurred during this ITB process.
- 1.15 No Collusion or Conflict of Interest.** By responding to this ITB, the Bidder shall be deemed to have represented and warranted that the Bid is not made in connection with any competing Bidder submitting a separate response to this ITB, and is in all respects fair and without collusion.
- 1.16 Town's Rights and Options.** Town reserves the following rights, which may be exercised at the sole discretion of the Town Manager, or his designee:
- (A) to supplement, amend, substitute or otherwise modify this ITB at any time;
  - (B) to cancel this ITB with or without the substitution of another ITB;
  - (C) to take any action affecting this ITB, the ITB process, or the Work or facilities subject to this ITB that would be in the best interest of the Town;
  - (D) to issue additional requests for information;
  - (E) to require one or more Bidders to supplement, clarify or provide additional information in order for the Town to evaluate the Bids submitted;
  - (F) to conduct investigations with respect to the qualifications and experience of each Bidder;
  - (G) to change the Bid opening date or any other dates relevant to the ITB;

- (H) to waive any defect or irregularity in any Bid received;
- (I) to reject any or all Bids;
- (J) to request the successful Bidder to provide samples of each item requested under this ITB prior to the award of the Contract. Samples will be retained by the Town for comparison with items delivered under the Contract.
- (K) to award all, none, or any part of the items that is in the best interest of the Town, with one or more of the Bidders responding, which may be done with or without re-solicitation; and
- (L) to enter into any agreement deemed to be in the best interest of the Town, with one or more of the Bidders responding.

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

**1.18 Award Criteria.** The Town reserve the right to award a Contract to the lowest responsive responsible Bidder taking into consideration vendor qualification and experience, quality, delivery, workmanship, services, facility requirements, inventory control and reporting. The Town reserves the right to reject any Bid, without limitation, on the basis of function, compatibility with user requirements, utility and cost.

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

**1.20 Multiple Contract Awards.** The Town reserves the right to award multiple contracts for the Work required by this ITB if the Town deems multiple contracts to be in its best interest.

**1.21 Anti-lobbying Provision.** Except for clarifying written questions sent to the Town, all Bidders, including any and all persons acting on their behalf, are strictly prohibited from contacting Town staff on or regarding any matter relating to this ITB from the time the ITB is issued until the after the Bid opening.

The Town reserves the right to disqualify any Bidder who contacts Town staff concerning this ITB other than in accordance with this ITB.

**1.22 Contract Award by Town Council.** As soon as practical after opening the Bids, the name of the apparent successful Bidder will be submitted to the Town Council for final approval and award. Prior to the recommendation to the Town Council, the successful Bidder must provide to the Town an executed Contract which will be substantially similar to the contract in **Section 3** of this ITB. Upon approval of the Contract by Town Council, the Town will execute the documents and send a copy to the successful Bidder. In the event that Council approval is not received within ninety (90) days after opening of the Bids, the successful Bidder may request that it be released from the Bid.

**1.23 Post Award Conference.** A post-award conference may be scheduled as soon as practical after the award of the Contract. The Company shall attend the conference along with the Company's prospective Project Manager and any anticipated major

subcontractors, and shall provide at such conference a written schedule for the delivery of any Work for which no delivery dates have been specified in this ITB. The Company shall provide at least two (2) local telephone numbers that may be used to contact the Company's authorized representative in the event of an emergency after normal business hours.

- 1.24 Notice to Proceed.** The successful Bidder shall not commence work or make shipment under this ITB until duly notified by receipt of the executed Contract from the Town. 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 Town.
- 1.25 Options and Accessories.** The Town may in its discretion purchase from the successful Bidder options and accessories beyond what is called for in **Exhibit A** to the Contract in **Section 3** of this ITB, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes.
- 1.26 E-Verify.** Where applicable, the successful bidder must agree to meet the E-Verify requirements as set forth in the sample contract below.
- 1.27 Iran Divestment Act.** Where applicable, the successful bidder must certify that it meets the Iran Divestment Act requirements as set forth in the sample contract below.
- 1.28 Title VI Solicitation Notice.** The Town, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.





## Section 2: Bid Response Forms

### FORM ONE BIDDER SUBMISSION FORM ITB #: 20190001 - Fire Turnout Gear

This Bid is submitted by:

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

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

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

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

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

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

E-Mail Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Business Type:

Corporation

Partnership

Sole Proprietorship

Joint Venture

Limited Liability Corporation

Other (Specify)

It is understood by the Bidder that the Town 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 Town, to waive formalities, technicalities, to rescind and re-bid this ITB. Bids are valid for ninety (90) calendar days from Bid opening.

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

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

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

\_\_\_\_\_  
**Please type or print name**

**FORM TWO**  
**ADDENDUM ACKNOWLEDGEMENT**  
ITB #: 20190001 - Fire Turnout Gear

**Bid Submission Check List:** Confirm by placing a check mark in the space provided that as the Bidder the information listed below has been reviewed and compiled with in the submission of a response to this ITB.

(A) \_\_\_\_\_ Addenda acknowledgement. Please contact the Town Manager to verify the number of addenda issued via email at [wadesboromanager@windstream.net](mailto:wadesboromanager@windstream.net).

**Addenda Receipt: The following confirms receipt of any and all addenda issued for this ITB:**

Addendum #	Date Issued
_____	_____
_____	_____
_____	_____

(B) \_\_\_\_\_ Bid document has been signed by authorized Bidder official.

(C) \_\_\_\_\_ Bid package has been properly labeled per the instructions. (See Section 1.8)

(D) \_\_\_\_\_ Bid Response Package Forms

1. Bid Submission - Form One
2. Addenda Acknowledgement - Form Two
3. Exceptions Form – Form Three
4. Pricing - Form Four
5. Non-Discrimination Certification - Form Five
6. References – Form Six
7. CBI/DBE Forms – Form Seven (where applicable)

The signature below certifies the Bid response complies with the requirements of this ITB and that the above items A through D have been verified as complete. The Bidder further represents that it has read and can comply with all terms of the Contract, including without limitation, the insurance requirements.

<b>Company Name</b>	<b><i>Date</i></b>
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<b>Authorized Signature</b>	<b>Please type or print name</b>
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**FORM THREE  
EXCEPTIONS FORM**  
**ITB #: 20190001 - Fire Turnout Gear**

All Work requested in the ITB must be provided for the price(s) set forth in the **Form 4**, 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 the ITB's terms are grounds for rejection of the Bid. List any exceptions taken to the ITB terms or the general specifications provided in **Exhibit A** in **Section 3**. For each exception, provide an explanation. If none, state "None".

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

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

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

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

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

\_\_\_\_\_  
**Please type or print name**

**FORM FOUR  
PRICING SHEET**  
**ITB #: 20190001 - Fire Turnout Gear**

**Instructions:**

- If your bid includes price increases over the term of the Contract, such increases must be clearly designated below.
- In case of error in extension of prices in the bid, the unit prices, where available, shall govern.
- If Bidder takes any exceptions to the ITB or Contract, pricing below must reflect the requested items as stated in the Specifications and as if the exceptions were not accepted by the City. However, please include as a separate section any cost savings provided if the exceptions are accepted by the City.

The undersigned proposes to furnish the following items in strict conformance to the Specifications and the ITB.

<b>Item</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>Year 4</b>	<b>Year 5</b>
Coat	\$	\$	\$	\$	\$
Pants	\$	\$	\$	\$	\$
Boots	\$	\$	\$	\$	\$
Belt	\$	\$	\$	\$	\$
Suspenders	\$	\$	\$	\$	\$
Helmet	\$	\$	\$	\$	\$
Hood	\$	\$	\$	\$	\$
Gloves	\$	\$	\$	\$	\$

The undersigned hereby certifies the Bidder has read the terms of this ITB and is authorized to bind the firm to the information herein set forth. Further the Bidder certifies that in connection with this procurement:

1. The prices in this 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;
2. The bid pricing conforms with the requirements set forth in the Pricing section located in Exhibit A.
3. Unless otherwise required by law, the Bidder has not knowingly disclosed the prices that have been quoted in this bid directly or indirectly to any other Bidder or to any competition prior to the opening of the bid; and

4. 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.

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**Company Name**

---

***Date***

---

**Authorized Signature**

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**Please type or print name**

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

**ITB #: 20190001 - Fire Turnout Gear**

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

1. In preparing the enclosed Bid, the Bidder has considered all bids submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in Section 2 below.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the Town 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 Town to reject the Bid submitted with this certification, and terminate any contract awarded based on such Bid.
4. As a condition of contracting with the Town, the Bidder agrees to promptly provide to the Town all information and documentation that may be requested by the Town 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 Town to reject the Bid and to any contract awarded on such Bid.
5. As part of its bid or proposal, the Bidder or Proposer shall provide to the Town 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 or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

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

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

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

\_\_\_\_\_  
**Please type or print name**

## FORM SIX REFERENCES

**BID #:** \_\_\_\_\_ **- Fire Turnout Gear**

List three (3) clients excluding Town of Wadesboro staff, for whom you have provided services similar to those outlined in this Invitation to Bid, for reference check. Additional references, including Town of Wadesboro Staff, may be included on a second form.

NAME OF FIRM:	
ADDRESS OF FIRM:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
E-MAIL ADDRESS:	
NAME OF FIRM:	
ADDRESS OF FIRM:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
E-MAIL ADDRESS:	
NAME OF FIRM:	
ADDRESS OF FIRM:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
E-MAIL ADDRESS:	

**Section 3: Contract**

**STATE OF NORTH CAROLINA**

**Contract # \_\_\_\_\_**

**COUNTY OF ANSON**

**CONTRACT TO PROVIDE  
FIRE TURNOUT GEAR**

THIS CONTRACT is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ (the "Contractor" or "contractor"), and the Town of Wadesboro, a municipal corporation of the State of North Carolina, (the "Town" or "town" or "Owner" or "owner");

**STATEMENT OF BACKGROUND AND INTENT**

**A.** The Town on behalf of itself issued an Invitation to Bid (ITB # 20190001) dated JANUARY 25, 2019 requesting Bids from qualified firms to provide the Town with Fire Turnout Gear, hereafter referred to as ("Products"). This Invitation to Bid, together with all attachments and any amendments, is referred to herein as the "ITB."

**B.** The Company submitted a Bid in response to ITB # 20190001 on February 8, 2019. This Bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Bid."

**C.** The Town awarded this Contract on \_\_\_\_\_, 20\_\_\_ to the Company to provide Fire Turnout Gear to the Town 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:

**1. INCORPORATION OF EXHIBITS.** The following exhibits are attached to this Contract and incorporated into and made a part of this Contract by reference:

Exhibit A: Pricing Sheet (Bid Response Form 4 as submitted by the Company)

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

Exhibit C: Bid Response Forms (the Bid Response Forms contained in Section 2 of the ITB and submitted by the Company, except for Form 4, the Pricing Sheet)

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



language of Exhibit D and the main body of this Contract or any other Exhibit to this Contract, the language of Exhibit D shall prevail. Each reference to (insert company name) in the Exhibits and Appendices shall be deemed to mean the Company.

**2. DEFINITIONS.**

(L) *Bid* shall mean the response to this ITB completed on the Bid Response Forms.

(M) *Bid Response Forms* shall mean the forms attached hereto in Section 2 and submitted as the response to this ITB.

(N) *Bidder* shall mean an individual or entity submitting a Bid to this ITB.

(O) *Town* shall mean the Town of Wadesboro.

(P) *Company* shall mean the successful Bidder.

(Q) *Contract* shall mean the terms and conditions under which the Company shall provide the Work.

(R) *ITB* shall mean Invitation to Bid.

(S) *Procurement Manager* shall mean the Town employee identified in Section 1.7 and who is responsible for the facilitation of this solicitation process.

(T) *Project Manager* shall mean the Town or Company employee who is the point of contact under this Contract.

(U) *Specifications* shall mean the scope and details of the Work that the Company will provide under the Contract.

(V) *Work* shall mean the actual products and/or services provided in compliance with the Specifications and under this Contract.

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

**4. COMPENSATION.** The Company shall provide the Work in accordance with the Specifications set forth in Exhibit A to this Contract. The Town shall pay the Company for the Goods delivered in compliance with the Specifications and at the prices set forth

in Exhibit B. The Company shall not be entitled to charge the Town any prices, fees or other amounts that are not listed in Exhibit B.

5. **BILLING.** Each invoice sent by the Company shall reference the appropriate contract number, purchase order (PO) number and PO line number for each item on the invoice.

All invoices must include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. Invoices shall be provided by the Company to the Town at the frequency set forth in **Exhibit A** or where the exhibit is silent, invoices should be submitted monthly. The Company shall send one (1) copy only of each invoice to: [acctspayable@windstream.net](mailto:acctspayable@windstream.net) with copy to [rsm2011@windstream.net](mailto:rsm2011@windstream.net).

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

Payment of invoices shall be due within thirty (30) days after the Town 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 Town to verify the charges contained in the invoice.

6. **GENERAL WARRANTIES.** The Company represents and warrants that:

6.1 It is a legal entity, validly existing and in good standing under the laws of the State of \_\_\_\_\_, and is qualified to do business in North Carolina;

6.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

6.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

6.4 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;

6.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain and provide to the Town all applicable permits and licenses within ten (10) days of the Company receiving notice of award and within twenty-four (24) hours of demand at any time during the term; and

6.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

- 6.7 The Work shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- 6.8 The Company guarantees the materials and workmanship on all materials and services provided under the Contract and that it will fix any defects at its own expense that are discovered during the guarantee period at the time designated by and to the satisfaction of the Airport;
- 6.9 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; and
- 6.10 The Work provided by the Company under this Contract will not infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party.

**7. ASSIGNMENT AND SUBCONTRACTING.**

Neither the Contractor nor the Town shall sell, transfer, subcontract, assign or otherwise dispose of the Contract or any portion thereof, or of this right, title or interest therein or his obligations thereunder, without the written consent of the other party.

- 8. INDEMNIFICATION.** The Company shall indemnify, defend and hold harmless the Town and the Town's officers, agents and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from Company's performance, or allegations thereof, under this Contract, except to the extent that the claims, losses, damages, obligations, liabilities and expenses are caused by the sole negligence of the Town, or the Town's officers, agents and employees. Such liabilities shall include those arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any of its subcontractors (including without limitation E-Verify or other immigration laws as applicable).

**9. TERMINATION.**

- a. TERMINATION WITHOUT CAUSE. The Town may terminate this Contract at any time without cause by giving thirty (30) days written notice to the Company.
- b. TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- i. 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

- ii. The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
- iii. 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.
- iv. Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

c. ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE TOWN. By giving written notice to the Company, the Town may also terminate the 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):

- i. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with the ITB, the Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- ii. The Company fails to meet delivery times or the Work does not comply with the terms of this Contract as set forth in **Exhibit A**.

d. OBLIGATIONS UPON EXPIRATION OR TERMINATION. In the event this Contract is terminated by the Town for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all services in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the Town showing in detail the Work performed under this Contract to the date of termination.

e. AUTHORITY TO TERMINATE. The Town Manager or his designee is authorized

to terminate this Contract on behalf of the Town.

#### **10. REMEDIES.**

- a. RIGHT TO COVER. If the Company fails to meet any completion date or resolution time set forth in this Contract (including all Exhibits), the Town may take any of the following actions with or without termination this Contract, and in addition to and without limiting any other remedies it may have:
  - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Work from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
  - ii. Deduct any and all expenses incurred by the Town in obtaining or performing the Work from any money then due or to become due to the Company and, should the Town's cost of obtaining or performing the Work exceed the amount due the Company, collect the amount due the Town from the Company.
- b. RIGHT TO WITHHOLD PAYMENT. If the Company breaches any provision of this Contract, the Town shall have the right to withhold all payments due to the Company until such breach has been fully cured.
- c. SETOFF. Each party shall be entitled to setoff and may deduct from any amounts owed to the other party under this Contract all damages and expenses incurred as a result of the other party's breach of this Contract.
- d. OTHER REMEDIES. Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy. However, under no circumstances shall the Town be liable to the Company for damages arising from delay, whether caused by the Airport or not.

**11. RECORDS.** The Company shall be responsible for keeping a record that accurately states the number of hours worked or quantity of goods provided by the Company in the process of providing the Work under the terms of the Contract. The Town shall have the right to audit the Company's invoices, expense reports and other documents relating to the Work performed under the Contract, and shall not be required to pay for Work which did not occur or which occurred in breach of the Contract. The Company shall make such documents available for inspection and copying by the Town between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, whenever requested by the Town.

**12. NON-DISCRIMINATION.** As a condition of entering into this agreement, the Company represents and warrants that it will fully comply with the Town's Commercial Non-Discrimination Policy. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethn iTown, age or disability in the

solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a Town 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 Town 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 Agreement and may result in termination of this Agreement, disqualification of the Company from participating in Town contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the Town in a format specified by the Town all information and documentation that may be requested by the Town 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 Town within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on Town contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the Town pursuant to the Town's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the Town, and to be bound by the award of any arbitration conducted under such Policy.

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

**13. COMPANY WILL NOT SELL or DISCLOSE DATA.** The Company will treat as confidential information all data provided by the Town in connection with this Contract. Town data processed by the Company shall remain the exclusive property of the Town. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the Town in any manner except that contemplated by this Contract.

**14. 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 Town:</b>
	Town of Wadesboro
	Attn: Scott Martin
	PO Box 697
	Wadesboro, NC 28170
	Phone:
	Fax:
	E-mail:
<b>With Copy To:</b>	<b>With Copy To:</b>
	Town of Wadesboro
	Attn: David Edwards
	PO Box 697
	Wadesboro, NC 28170
	Phone: 704-694-5171
	Fax: 704-695-1331
	E-mail: wadesboromanager@windstream.net

**15. MISCELLANEOUS.**

- a. Non-Exclusivity. The Company acknowledges that it is one of several providers of the Work to the Town and the Town is not obligated to contract with the Company for any particular project.
- b. Time is of the Essence. Time is of the essence in having the Company perform all Work and deliver all items within the time frames provided by this Contract and **Exhibit A**, including all completion dates, response times and resolution time. Except as specifically stated in the Contract, there shall be no extensions of the stated time frames. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless the Contract provides otherwise for a specific situation.
- c. Entire Contract. This Contract including all Exhibits constitutes 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 bids, written or oral.

- d. Amendment. No amendment or change to the Contract shall be valid unless in writing and signed by both parties to the Contract.
- e. Service Changes and Change Orders. In the event changes to the Work (collectively “Change”), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written amendment to this Contract executed by both parties. The amendment shall set forth in detail (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Work including the impact on all delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party’s Project Manager a written request for the Change. If the receiving party does not accept the Change within ten (10) days, the receiving party shall be deemed to have rejected the Change request. If the parties cannot reach an agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase the amounts payable by the Town require execution by the Town Manager or a designee depending on the amount. Some increases may require execution by the Town Manager or a designee or approval by Wadesboro Town Council.

- f. 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 Anson County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Anson County, North Carolina.
- g. 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 15(m) constitute an assignment.

- h. Survival of Provisions.** Those Sections of the Contract and the Exhibits which by their nature would reasonably be expected to continue after the termination or natural expiration of the Contract shall survive the termination or natural expiration of the Contract, including but not limited to all definitions, warranties, and terminations.
- i. Severability.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of this Contract so long as the material purposes of this Contract can be determined and effectuated. If any provision of this 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 this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- j. 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 Town in any manner without the prior written consent of the Town. Notwithstanding the forgoing, the parties agree that the Company may list the Town as a reference in responses to invitations to bid or requests for proposals, and may identify the Town as a customer in presentations to potential customers.
- k. No Manufacturer or Dealer Advertisement.** No manufacture or dealer shall advertise on goods delivered to the Airport without prior approval by the Town Manager, or his designee.
- l. 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.
- m. Change in Control.** In the event of a change in “Control” of the Company (as defined below), the Town shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the Town 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.
- n. Force Majeure.** Neither party hereto shall be liable to the other for any failure, delay

or interpretation in the performance of any of the terms, covenants, or conditions of this Contract due to causes beyond the control of that party including, but not limited to, court order, shortages of materials, acts of God, act of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or other circumstances for which such party is not responsible, which the party cannot reasonably circumvent or which are not in its power to control, for as long as such cause continues. This Section does not include strikes, slow-downs, walkouts, lockouts and individual disputes.

- o. No Limitations on Disclosure.** The Company agrees that the Town shall be able to disclose and distribute to any persons or entities, without restrictions, all Work and samples provided under this Contract or the ITB. The Company specifically agrees that the Town can and will provide samples of the Work provided under this Contract to the Company's competitors in any future procurement process.
- p. 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 Town in connection with this Contract.
- q. 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 Work. 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.
- r. Taxes.** The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Work.
- s. No Third Party Benefit.** The provisions of this Contract are for the sole benefit of the Parties hereto. Except as expressly provided herein, this Contract neither confers any rights, benefits, or claims upon any person or entity not a Party hereto nor precludes any actions against, or rights of recovery from, any persons or entities not Parties hereto.
- t. E-Verify.** Unless otherwise exempted, Company shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Company utilizes a subcontractor, Company shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes
- u. NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel.** Company certifies that (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S.

147-86.58 (collectively, the “Treasurer’s IDA List”); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the “Treasurer’s IB List”); and (iii) it will not take any action causing to appear on the Treasurer’s IDA List or the Treasurer’s IB List during the term of this Contract. In signing this Contract, Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the Town for any and all damages, costs and attorneys’ fees incurred by the Town in connection with any claim that this Contract or any part thereof is void due to Company appearing on The Treasurer’s IDA List or the Treasurer’s IB List at any time before or during the term of this Contract.

**16. NON-APPROPRIATION OF FUNDS.** If the Town Council does not appropriate the funding needed by the Town to make payments under this Contract for a given fiscal year, the Town 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 Town 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 Town, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

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

**[ENTER COMPANY NAME]**

**TOWN OF WADESBORO**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

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

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

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

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

**TOWN OF WADESBORO, FINANCE DIRECTOR**

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

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

## EXHIBIT A: Specifications

1. **Scope of Work:** The scope of this contract shall be to provide fire safety clothing, aka turnout gear, for the Wadesboro Fire Department per the specs listed.
2. **Contract Types:** The Contract resulting from this ITB 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 any related 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 any related services) to be furnished at specified times, or as ordered. In some cases, indefinite quantity contracts may state a minimum quantity that the Town is obligated to order but in others the Town reserves the right to purchase according to actual need and does not guarantee quantities. The Town may make available to Bidders information regarding the Town's purchase history or projected estimates of the approximate quantity of products that will be needed. Notwithstanding such information, each Bidder is required to perform its own due diligence on which to base its bid. Inaccuracy of information provided by the Town will not give rise to any claim against the Town, or entitle any Bidder to rescind its Bid or the Company to terminate or amend the Contract.
3. **Terms of Contract:**
  - Unit Price Contract:** Contract awarded is for a unit price when product and service needs are based upon indefinite quantities, and where orders will be based on actual needs that may exceed or be less than projections. All expenditures under a unit price contract are contingent upon appropriations having been made by Town Council.
  - One Time Purchase:** Contract awarded is for a specific quantity purchased at one time.
4. **General Requirements:** All equipment and component parts furnished shall be new, meet all requirements of these Specifications and be in operating condition at time of delivery. Bids submitted in response to this ITB must comply with all terms and conditions and Specifications as listed.
5. **Warranty:** All equipment and goods supplied under these Specifications shall be covered by the manufacturer's normal written guarantee and/or warranty (minimum of one year) against defects in materials, workmanship and performance.
  - a. Two copies of the manufacturer's written warranty shall be supplied with the equipment.
  - b. It shall be the responsibility of the manufacturer to pay all shipping and crating costs associated with warranty repairs.
  - c. Warranty repairs shall be performed by the contractor at the customer's site on request.
  - d. The equipment warranty will become effective on the date of installation of the equipment by the Town, but shall not exceed 24 months after receipt by the Town.
6. **Pricing.** Please see Form 4 for pricing structure. All prices provided are cost per unit, with no specified volume. Estimates for quantity can be provided upon request, but are not binding in nature. The bid cost must include all equipment, labor, delivery, freight, shipping,

installation, consultation, packaging, pallet/crate fees, profit and all other costs associated with this project. Excluding sales tax, no additional cost will be allowed.

7. **Price Adjustment as Part of the Bid.** Any pricing adjustments should be listed in Form 4 above.
8. **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 Town approves a price adjustment in writing in accordance with the following terms:
  - a. Price increases shall only be allowed when justified in the Town's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs or for additional profit.
  - b. To obtain approval for a price increase, the Company shall submit a written request to the Town Manager, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on 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.

Town of Wadesboro  
Attn: Town Manager  
PO Box 697  
Wadesboro, NC 28170

- No proposed price increase shall be valid unless accepted by the Town in writing. The Town may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the Town's sole discretion. If the Town rejects such price increase, the Company shall continue to perform under the Contract.
- c. If the Town 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 Town 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 Town in writing if the market factors on which the Town granted the increase change such that the Town's reasons for granting the increase no longer apply.
  9. **Vendor – Invoice Instructions.** In order to more efficiently process payments, the Town requests the Selected Proposer's compliance in completing the following:
    - i. **Request a purchase order (PO) before delivering goods and/or services**  
When a PO has been issued, the PO number must appear on each invoice.  
When a contract has been issued, the contract number and PO number must appear on each invoice and a sales tax statement must be attached.
    - ii. **Email invoices** as follows:  
[acctspayable@windstream.net](mailto:acctspayable@windstream.net) with copy to [wadesboromanager@windstream.net](mailto:wadesboromanager@windstream.net)
    - iii. **Include all applicable sales taxes on the invoice as separate lines** and not combined with the cost of goods. The Town of Wadesboro is **not** exempt from sales tax.
  10. **Items under Contract.** The Town reserves the right to add or delete items to the Contract if particular items should become discontinued or an upgraded item become available to the

industry market. Any new or replacement items added will be subject to bid statute requirements. The Town may also delete items in the Contract if items are no longer needed.

11. **Placement of Orders.** All orders will be placed by the Project Manager or his designee with the Company Representatives listed in the ITB/Contract. All orders are considered on an as-needed basis and no orders should be processed until notification from the Town is received.
12. **Delivery Time.** For the requested delivery time under this Contract, **time is of the essence**, not to exceed eight (8) weeks from the time an order is received. The Company's bid is deemed a binding commitment to meet the delivery time stated above unless the Bid specifically takes exception.
13. **Preparation for Delivery**
  - a. **Condition and Packaging.** All containers and packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit and available mode of transportation. The Company will be responsible for confirming that packing is sufficient to assure that all 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 Town contract number and Project Manager's name. 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 the carton in relation to the total number shipped (i.e. 1 of 4, 2 of 4, etc.).
  - c. **Shipping.** The Company shall follow the following shipping instructions:
    - i. All shipments should be directed to the following address. Note, this facility is not equipped with a loading dock, so any deliveries must be accomplished through parcel post or liftgate service:

Wadesboro Fire Department  
205 E. Martin St.  
Wadesboro, NC 28170
14. **Delivery.** All Work provided under this Contract must be delivered F.O.B. Destination within the time frame specified in Section 13 above. Delivery and freight charges are to be included in Bid pricing. 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.
15. **Returns and Restocking Charges.** The Company must pick up the Work to be returned within forty-eight (48) hours from notification. The Town will not pay restocking fees for Work that have been returned unless it is a specialty item and the Town has been notified, as the time of placement of the order, of the potential restocking charge. The Company will issue a credit memo to the Town within seven (7) calendar days of the return.
16. **Product Specifications.** All products shall meet the exact specifications listed in item 17 of the Specifications below. No product substitutions or alternative products are allowed, any requests to substitute the products listed below will result in the rejection of the bid. Any

exception to the ability to provide the specific items listed in section 17 should be listed on Form 3.

17. **Product Standards.** Items to be provided are listed below in the table. Note – These general item specifications are for guidance, complete specifications for the Wadesboro Fire Department’s Fire-Dex branded items can be found on Fire-Dex’s proprietary FireWriter system, re: FW ID# 75363.

<b>Item</b>	<b>Brand</b>	<b>Model</b>
Coat	Fire-Dex	TECGEN71 FXR
Pants	Fire-Dex	TECGEN71 FXR
Boots	Fire-Dex	FDXL100
Belt	Fire-Dex	External XMFIBSU
Suspenders	Fire-Dex	Cyberian Cam Lock
Hood	Fire-Dex	H41PSNBFHMD
Gloves	Fire-Dex	DEXPRO
Helmet	Cairns	1010 with Defender Visor

18. **Quality.** Unless the ITB specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or goods provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance will all applicable federal, state and local laws, regulations and requirements. By “new,” the Town means that the item has been recently produced and has not been previously sold or used.
19. **Documentation.** The Company will provide, where applicable, for all Work purchased under this Contract, written or electronic documentation that is complete and accurate, and sufficient to enable Town employees with ordinary skills and experience to utilize such Work for the purpose for which the Town is acquiring them. Such documentation may take the form of user manuals or online instruction.
20. **Subcontract.** The Company shall not subcontract any of its obligations under this Contract without the Town’s prior written consent. In the event the Town 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 Town as a third party beneficiary.