

STATE OF NORTH CAROLINA

Department of Insurance

Invitation for Bid #: 12-001188

Uniforms for Law Enforcement Personnel

Date Issued: July 15, 2021

Bid Opening Date: August 3, 2021

At 2:00 PM ET

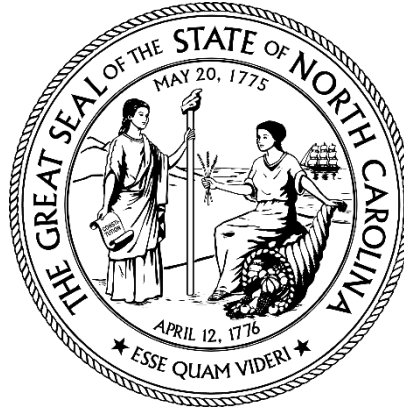
Direct all inquiries concerning this IFB to:

Wendy Holland

Purchasing Officer

Email: Wendy.Holland@ncdoi.gov

Phone: 919-807-6038



STATE OF NORTH CAROLINA

Invitation for Bids

12-001188

For internal State agency processing, including tabulation of bids in the Interactive Purchasing System (IPS), provide your company's eVP (Electronic Vendor Portal) Number or alternate identification number (e.g., Social Security Number). Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential,** before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.
Failure to do so shall be sufficient cause to reject your bid.**

Vendor Name

Vendor #

Note: For your bid to be considered, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at

<https://vendor.ncgov.com/vendor/login>

Mailed responses ONLY will be accepted for this solicitation

STATE OF NORTH CAROLINA
Department of Insurance

Refer <u>ALL</u> Inquiries regarding this IFB to: Wendy Holland Purchasing Officer	Invitation for Bids # 12-001188
	Bids will be publicly opened: August 3, 2021 @ 2:00 PM ET
Using Division: Criminal Investigation Division	Commodity No. and Description: 531027 – Uniforms
Requisition No.: N/A	

EXECUTION

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that False certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS**. These documents can be accessed from the [ATTACHMENTS](#) page within this document.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED
Late bids cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

VALIDITY PERIOD

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: _____ days. After this date, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

The contract is a separate document that represents the Vendor's and the State's entire agreement (herein "Contract"). If your bid is accepted and results, through negotiation or otherwise, in a contract award you will be expected to accept the NORTH CAROLINA GENERAL TERMS AND CONDITIONS as part of the Contract. Dependent upon the product or service being offered, other terms and conditions may apply.

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____
(Authorized Representative of the North Carolina Department of Insurance)

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1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bids (IFB) is to identify and select a qualified Vendor to provide uniforms for law enforcement personnel for the Department of Insurance (DOI), Criminal Investigation Division (CID). The number of uniforms is not expected to exceed more than ten (10) per year. A complete uniform for law enforcement personnel consists of 2 pants; 3 short sleeve shirts; 2 long sleeve shirts, 1 jacket, 1 belt and 1 pair of boots. The shirts and jackets will require embroidering services. The embroidering shall match existing uniforms.

The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of contract award (the "Effective Date").

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

2.2 E-PROCUREMENT SOLICITATION

ATTENTION: This is an E-Procurement solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Contract Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in Section 2.6 BID QUESTIONS. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer. **By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.**

By executing and submitting its bid in response to this IFB, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications Vendor(s) may request and may accept Vendor's bid under the terms and conditions of this IFB.

2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	July 15, 2021
Submit Written Questions	Vendor	July 20, 2021
Provide Responses to Questions	State	July 22, 2021
Submit Bids	Vendor	August 3, 2021 @ 2:00 PM ET
Contract Award	State	August 27, 2021

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be e-mailed to Wendy.Holland@ncdoi.gov by the date and time specified above. Vendors will enter "IFB # 12-001188: Questions" as the subject for the email. Questions submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its bid has been received by this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received. Any bid received after the bid submission deadline will be rejected.

Mailing address for delivery of bid via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier).
<p><i>BID NUMBER: 12-001188</i> NC Department of Insurance Attn: Wendy Holland, Purchasing Officer 1201 Mail Service Center Raleigh, NC 27699-1201</p>	<p><i>BID NUMBER: 12-001188</i> NC Department of Insurance Attn: Wendy Holland, Purchasing Officer 325 N. Salisbury Street Raleigh, NC 27603</p>

For bids submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting bids by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a bid via facsimile (FAX) machine, telephone or email in response to this IFB shall NOT be accepted.**

- a) Submit **one (1) signed, original executed** bid response, and **one (1)** un-redacted copy on CD, DVD or flash drive of your bid simultaneously to the address identified in the table above.
- b) Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Bids are subject to rejection unless submitted with the information above included on the outside of the sealed bid package.
- c) Copies of bid files must be provided on separate read-only CD's, DVD's or flash drives. File contents **shall NOT** be password protected but shall be in .PDF or .XLS format and shall be capable of being copied to other sources.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bid(s).

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors bidding on this IFB periodically check the State's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Vendor response to this IFB shall include each of the following items and these items should be arranged in the following order:

- a) Cover Letter, must include a statement that confirms that the proposer has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of EXECUTION PAGES
- d) Vendor Response
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING form that confirms that a price matching opportunity is requested
- g) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT F: HUB SUPPLEMENTAL VENDOR INFORMATION

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a list of criteria the State shall use to award contracts. The goods or services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

While the intent of this IFB is to award a Contract(s) to a single Vendor for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT D: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, the State will then determine whether any such bid falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the bidder, including any subcontractors and suppliers are prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29, CONFIDENTIAL INFORMATION and Paragraph 30, COMMUNICATIONS BY VENDORS of the INSTRUCTIONS TO VENDORS.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in section 2.6.

All bids must be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB.

At the date and time specified as the bid opening, the bid responses from each responding Vendor will be opened publicly and the name of the Vendor and bid's total cost will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their sole option, the evaluators may request oral presentations or discussions with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested goods and services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement and submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

3.4 INTERPRETATION OF TERMS AND PHRASES

This Invitation for Bids serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract that results from this procurement. As such, all terms in the Invitation for Bids shall be enforceable as contract terms in accordance with the North Carolina General Contract Terms and Conditions. The use of phrases such as "shall,"

“must,” and “requirements” are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department’s needs as described in the Invitation for Bids. Except as specifically stated in the Invitation for Bids, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the Department exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section and as otherwise stated in this IFB. If a Vendor is unclear about a requirement or believes a change in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question and answer period.

4.1 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees.

4.2 PRODUCT IDENTIFICATION

BRAND SPECIFIC

Manufacturer(s) name and product descriptions used in this solicitation are product-specific. The items offered in response to this solicitation shall be by the manufacturer and the type specified. These specific products are needed due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis for disqualifying a bid from further consideration.

4.3 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer’s name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.4 VENDOR’S REPRESENTATIONS

If the bid results in an award, the Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.

Vendor expressly assumes full responsibility for prompt notification to the Purchasing Agency listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

4.5 AGENCY INSURANCE REQUIREMENTS MODIFICATIONS

The Purchasing Agency has conducted a risk assessment and determined that certain default coverage provisions in the North Carolina General Terms and Conditions, paragraph entitled *Insurance*, should be increased from the minimums stated.

Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

A complete uniform for Law Enforcement Personnel consists of 2 pants; 3 short sleeve shirts; 2 long sleeve shirts, 1 jacket, 1 belt and 1 pair of boots.

- Men’s 5.11 Tactical Stryke Pants, Color Storm, Waist Size 28 to 54
- Women’s 5.11 Tactical Stryke Pants, Color Storm, Size 0 to 20
- Men’s Proper I.C.E. Performance Polo – Short Sleeve Shirt, Color Black, Size XS – 5XL
- Men’s Proper I.C.E Performance Polo – Long Sleeve Shirt, Color Black, Size XS – 5XL
- Women’s Proper I.C.E. Performance Polo – Short Sleeve Shirt, Color Black, Size XS – 4XL
- Women’s Proper I.C.E Performance Polo – Long Sleeve Shirt, Color Black, Size XS – 4XL
- Men’s Sabre Jacket 2.0, Color Black, Size XS – 2XL
- Men’s Sabre Jacket 2.0, Color Black, Size 3XL – 4XL
- Women’s Sabre Jacket 2.0, Color Black, Size XS – 2XL
- Women’s Sabre Jacket 2.0, Color Black, Size 3XL – 4XL
- 5.11 1.5” TDU Belt, Color Black, Size S – XL
- 5.11 1.5” TDU Belt, Color Black, Size 2XL – 4XL
- Men’s GTX Boots, Color Black XA Forces Mid GTX ***For Law Enforcement** Size 4 – 15
- Women’s GTX Boots, Color Black XA Forces Mid GTX ***For Law Enforcement** Size 4 – 15
- Embroidering services – Special Agent Badge embroider on the front left side of the Polo shirts. Badge size 3” x 2”
- Embroidering services – POLICE STATE LAW ENFORCEMENT embroidered on the front right side of the Polo shirts. Right side is 3” long from P to the E. The POLICE is 3/4” H. The STATE LAW ENFORCEMENT is 1/2” H.
- Embroidering services – Special Agent Badge embroider on the front left side of the Sabre jacket panel. Badge size 3” x 2”
- Embroidering services – POLICE STATE LAW ENFORCEMENT embroider on the front left side of the Sabre jacket panel. Jacket Right side is 3” long from the P to the E. The Police is 3/4” tall and the State law enforcement below is 1/2”
- Embroidering services – POLICE STATE LAW ENFORCEMENT embroider on the back panel of the Sabre jacket. Jacket back panel side is 8 3/4” long from the P to the E. The Police is 2” tall and the State Law Enforcement below is 3”

Embroidering services must match existing Law Enforcement Uniforms. Samples are not required prior to bid opening date; however, samples may be required at a later time. If so requested, the State agrees to furnish the Vendor original samples. The vendor agrees to return the original samples (indicated as original) and furnish samples of items offered at no expense to the State within 10 consecutive calendar days after request is made by the State. Failure to comply with this requirement shall be a sufficient basis for rejection of the bid without further consideration. The sample will be evaluated for color, size and quality.

Vendor will be responsible for fitting uniforms to employees. DOI employees shall not travel outside of the state of North Carolina. Vendor location in another state shall come to the DOI location(s) for fitting.



Front view of shirt



Left side of shirt



Right side of shirt



Front view of jacket



Back view of jacket



Left side of jacket



Right side of jacket

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

If selected for award, the Vendor shall designate and make available to the State a single point of contact for contract related issues and issues concerning performance, progress review, scheduling and any service required.

6.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line item information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, NC Contract Number, Order Date, Buyer's Order Number, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

6.3 DISPUTE RESOLUTION

During the performance of the contract, the parties must agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This term, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

The remainder of this page is intentionally left blank

7.0 ATTACHMENTS

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER:

Year 1

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1-20	each	Men's 5.11 Tactical Stryke Pants, Color Storm, Waist Size 28 to 54		
2	1-20	each	Women's 5.11 Tactical Stryke Pants, Color Storm, Size 0 to 20		
3	1-30	each	Men's Proper I.C.E. Performance Polo – Short Sleeve Shirt, Color Black, Sizes XS – 5XL		
4	1-20	each	Men's Proper I.C.E. Performance Polo – Long Sleeve Shirt, Color Black, Sizes XS – 5XL		
5	1-30	each	Women's Proper I.C.E. Performance Polo – Short Sleeve Shirt, Color Black, Sizes XS – 4XL		
6	1-20	each	Women's Proper I.C.E. Performance Polo – Long Sleeve Shirt, Color Black, Sizes XS – 4XL		
7	1-10	each	Men's Sabre Jacket 2.0, Color Black, Sizes XS – 2XL		
8	1-10	each	Men's Jacket, Color Black, Size 3XL – 4XL Note: if no price difference for size enter n/a [size will be honored]		
9	1-10	each	Women's Sabre Jacket 2.0, Color Black, Sizes XS – 2XL Note: if the jacket is the same as Men's enter n/a; the cost for Men's will be honored for women.		

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
10	1-10	each	Women's Jacket, Color Black, Size 3XL – 4XL Note: if the jacket is the same as Men's enter n/a; the cost for Men's will be honored for women. [size will be honored]		
11	1-10	each	5.11 1.5" TDU Belt Color Black, Sizes S –XL		
12	1-10	each	5.11 1.5" TDU Belt Color Black, Sizes 2XL –4XL Note: if no price difference for size enter n/a [size will be honored]		
13	1-10	each	Men's GTX Boots, Color Black XA Forces Mid GTX ***For Law Enforcement*** Size 4 – 15		
14	1-10	each	Women's GTX Boots, Color Black XA Forces Mid GTX ***For Law Enforcement** Size 4 – 15 Note: if the boot is the same as Men's enter n/a; the cost for Men's will be honored for women		
15	1-50	each	Embroidering services – Special Agent Badge embroider on the front left side of the Polo. Badge size 3" x 2"		
16	1-50	each	Embroidering services – POLICE STATE LAW ENFORCEMENT embroider on the front left side of the Polo shirts. Shirt Right side is 3" long from the P to the E. The Police is 3/4" tall and the State law enforcement below is 1/2"		
17	1-10	each	Embroidering services – Special Agent Badge embroider on the front left side of the Sabre jacket panel. Badge size 3" x 2"		

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
18	1-10	each	Embroidering services – POLICE STATE LAW ENFORCEMENT embroider on the front left side of the Sabre jacket panel. Jacket Right side is 3” long from the P to the E. The Police is 3/4” tall and the State law enforcement below is 1/2”		
19	1-10	each	Embroidering services – POLICE STATE LAW ENFORCEMENT embroider on the back panel of the Sabre jacket. Jacket back panel side is 8 3/4” long from the P to the E. The Police is 2” tall and the State law enforcement below is 3”		
Total Price for Quoted Items to complete 10 uniforms (regardless of men or women). The complete uniform for 10 Law Enforcement Personnel consist of 20 pants; 30 short sleeve shirts; 20 long sleeve shirts; 10 jackets; 10 belts; 10 pairs of boots and embroidering services for the 50 shirts and 10 jackets.					

Total for Year One (1): \$ _____

Year 2

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
20	1-20	each	Men’s 5.11 Tactical Stryke Pants, Color Storm, Waist Size 28 to 54		
21	1-20	each	Women’s 5.11 Tactical Stryke Pants, Color Storm, Size 0 to 20		
22	1-30	each	Men’s Proper I.C.E. Performance Polo – Short Sleeve Shirt, Color Black, Sizes XS – 5XL		
23	1-20	each	Men’s Proper I.C.E. Performance Polo – Long Sleeve Shirt, Color Black, Sizes XS – 5XL		
24	1-30	each	Women’s Proper I.C.E. Performance Polo – Short		

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Sleeve Shirt, Color Black, Sizes XS – 4XL		
25	1-20	each	Women’s Propper I.C.E. Performance Polo – Long Sleeve Shirt, Color Black, Sizes XS – 4XL		
26	1-10	each	Men’s Sabre Jacket 2.0, Color Black, Sizes XS – 2XL		
27	1-10	each	Men’s Jacket, Color Black, Size 3XL – 4XL Note: if no price difference for size enter n/a [size will be honored]		
28	1-10	each	Women’s Sabre Jacket 2.0, Color Black, Sizes XS – 2XL Note: if the jacket is the same as Men’s enter n/a; the cost for Men’s will be honored for women.		
29	1-10	each	Women’s Jacket, Color Black, Size 3XL – 4XL Note: if the jacket is the same as Men’s enter n/a; the cost for Men’s will be honored for women. [size will be honored]		
30	1-10	each	5.11 1.5” TDU Belt Color Black, Sizes S –XL		
31	1-10	each	5.11 1.5” TDU Belt Color Black, Sizes 2XL –4XL Note: if no price difference for size enter n/a [size will be honored]		
32	1-10	each	Men’s GTX Boots, Color Black XA Forces Mid GTX ***For Law Enforcement*** Size 4 – 15		
33	1-10	each	Women’s GTX Boots, Color Black XA Forces Mid GTX ***For Law Enforcement** Size 4 – 15 Note: if the boot is the same as Men’s enter		

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			n/a; the cost for Men's will be honored for women		
34	1-50	each	Embroidering services – Special Agent Badge embroider on the front left side of the Polo. Badge size 3" x 2"		
35	1-50	each	Embroidering services– POLICE STATE LAW ENFORCEMENT embroider on the front left side of the Polo shirts. Shirt Right side is 3" long from the P to the E. The Police is 3/4" tall and the State law enforcement below is 1/2"		
36	1-10	each	Embroidering services – Special Agent Badge embroider on the front left side of the Sabre jacket panel. Badge size 3" x 2"		
37	1-10	each	Embroidering services– POLICE STATE LAW ENFORCEMENT embroider on the front left side of the Sabre jacket panel. Jacket Right side is 3" long from the P to the E. The Police is 3/4" tall and the State law enforcement below is 1/2"		
38	1-10	each	Embroidering services– POLICE STATE LAW ENFORCEMENT embroider on the back panel of the Sabre jacket. Jacket back panel is side is 8 3/4" long from the P to the E. The Police is 2" tall and the State law enforcement below is 3"		
<p>Total Price for Quoted Items to complete 10 uniforms (regardless of men or women). The complete uniform for 10 Law Enforcement personnel consist of 20 pants; 30 short sleeve shirts; 20 long sleeve shirts; 10 jackets; 10 belts; 10 pairs of boots and embroidering services for the 50 shirts and 10 jackets.</p>					

Total for Year Two (2): \$ _____

Year 3

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
39	1-20	each	Men's 5.11 Tactical Stryke Pants, Color Storm, Waist Size 28 to 54		
40	1-20	each	Women's 5.11 Tactical Stryke Pants, Color Storm, Size 0 to 20		
41	1-30	each	Men's Propper I.C.E. Performance Polo – Short Sleeve Shirt, Color Black, Sizes XS – 5XL		
42	1-20	each	Men's Propper I.C.E. Performance Polo – Long Sleeve Shirt, Color Black, Sizes XS – 5XL		
43	1-30	each	Women's Propper I.C.E. Performance Polo – Short Sleeve Shirt, Color Black, Sizes XS – 4XL		
44	1-20	each	Women's Propper I.C.E. Performance Polo – Long Sleeve Shirt, Color Black, Sizes XS – 4XL		
45	1-10	each	Men's Sabre Jacket 2.0, Color Black, Sizes XS – 2XL		
46	1-10	each	Men's Jacket, Color Black, Size 3XL – 4XL Note: if no price difference for size enter n/a [size will be honored]		
47	1-10	each	Women's Sabre Jacket 2.0, Color Black, Sizes XS – 2XL Note: if the jacket is the same as Men's enter n/a; the cost for Men's will be honored for women.		
48	1-10	each	Women's Jacket, Color Black, Size 3XL – 4XL Note: if the jacket is the same as Men's enter n/a; the cost for Men's will be honored for women. [size will be honored]		

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
49	1-10	each	5.11 1.5" TDU Belt Color Black, Sizes S –XL		
50	1-10	each	5.11 1.5" TDU Belt Color Black, Sizes 2XL –4XL Note: if no price difference for size enter n/a [size will be honored]		
51	1-10	each	Men's GTX Boots, Color Black XA Forces Mid GTX ***For Law Enforcement*** Size 4 – 15		
52	1-10	each	Women's GTX Boots, Color Black XA Forces Mid GTX ***For Law Enforcement** Size 4 – 15 Note: if the boot is the same as Men's enter n/a; the cost for Men's will be honored for women		
53	1-50	each	Embroidering services – Special Agent Badge embroider on the front left side of the Polo. Badge size 3" x 2"		
54	1-50	each	Embroidering services – POLICE STATE LAW ENFORCEMENT embroider on the front left side of the Polo shirts. Shirt Right side is 3" long from the P to the E. The Police is 3/4" tall and the State law enforcement below is 1/2"		
55	1-10	each	Embroidering services – Special Agent Badge embroider on the front left side of the Sabre jacket panel. Badge size 3" x 2"		
56	1-10	each	Embroidering services – POLICE STATE LAW ENFORCEMENT embroider on the front left side of the Sabre jacket panel. Jacket Right side is 3" long from the P to the E.		

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			The Police is 3/4" tall and the State law enforcement below is 1/2"		
57	1-10	each	Embroidering services-- POLICE STATE LAW ENFORCEMENT embroider on the back panel of the Sabre jacket. Jacket back panel is side is 8 3/4" long from the P to the E. The Police is 2" tall and the State law enforcement below is 3"		

Total Price for Quoted Items to complete 10 uniforms (regardless of men or women). The complete uniform for 10 Law Enforcement Personnel consist of 20 pants; 30 short sleeve shirts; 20 long sleeve shirts; 10 jackets; 10 belts; 10 pairs of boots and embroidering services for the 50 shirts and 10 jackets.

Total for Year Three (3): \$ _____

Overall Total for three (3) Years: \$ _____

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-Instructions-to-Vendors_09.2020.pdf

ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_12.2020.pdf

ATTACHMENT D: VENDOR REQUEST FOR EO50 PRICE-MATCHING

The Vendor Request for EO50 Price-Matching associated with this IFB is a separate document that is captioned **ATTACHMENT D: VENDOR REQUEST FOR EO50 PRICE-MATCHING** and can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Vendor-Price-Matching-Opportunity_01.2020.pdf

ATTACHMENT E: HUB SUPPLEMENTAL SUPPLIER INFORMATION

The Historically Underutilized Businesses (HUB) Supplier Information associated with this IFB is a separate document that is captioned **ATTACHMENT E: HUB SUPPLEMENTAL SUPPLIER INFORMATION** and can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2020.pdf