



DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASE AND CONTRACT
RALEIGH, NC

CONTRACT CERTIFICATION

THIS IS NOT A PURCHASE ORDER!

BID/FILE NUMBER: 200900639

**THIS BID NUMBER MUST BE SHOWN ON
YOUR PURCHASE ORDER.**

TO: Angela Wainright
DEPARTMENT - Crime Control and Public Safety
Raleigh, NC 27699

DATE: October 22, 2009
REQUISITION NO: PR9016231
TERMS: Net
DELIVERY: AS REQUIRED

In accordance with the requirements of General Statutes 143-52 and 143-53, we certify contract on the items listed below to be ordered by you. Issue orders immediately direct to the Vendor listed, giving complete shipping instructions. Order only the item(s) listed and in the quantity(ies) shown. Price(s) includes delivery to destination. Read the contract in its entirety including the attached General Contract Terms and Conditions to be aware of any action necessary on your part.

COMMODITY NO: 680-08

BODY ARMOR -Safariland XT 700 Level II-Three Year Agency Specific Term Contract beginning October 22, 2009-Estimated-\$451,170.71

DESCRIPTION	UNIT PRICE
Ballistic Vests	\$784.00
Replacement carrier-male	\$54.94
Replacement carrier-female	\$54.94
Hard Trauma reduction inserts	\$64.00/\$77.83
External carrier-red	\$119.00

Please pay attention to the Terms and Conditions point 19 (E-Procurement) of the original bid document. Vendors are expected to pay their E-Procurement fee promptly, as specified in the Terms and Conditions. Failure to pay promptly will result in action against the vendor, as such failure constitutes a material breach of contract, per the Terms and Conditions.

VENDOR:

Lawmen's Safety Supply
Attention: Dianna Sills
3319 Anvil Place
Raleigh, NC 27603

Mike Brendle

INSTRUCTIONS TO VENDORS:

- THIS IS NOT A PURCHASE ORDER. Do not make shipment until you have received an official order from the using agency.
- Invoices should be made out to the using agency and forwarded direct to them for payment.
- The exact items certified and ordered must be shipped. No substitutions shall be made without prior approval of the Division of Purchase and Contract.
- Applicable North Carolina sales and use tax shall be added to invoices as a separate item.
- Please note the contract award description above; the contract awarded to you may be a portion of the contract rather than the complete contract.



STATE OF NORTH CAROLINA NC Department of Administration Division of Purchase and Contract	INVITATION FOR BIDS NO. 200900639	
	Bids will be publicly opened: July 30, 2009	
Refer ALL Inquiries to: Mike Brendle As instructed herein	Contract Type: Open Market Solicitations	
	Commodity: BODY ARMOR	
E-Mail: tmike.brendle@doa.nc.gov	Using Agency Name: DEPARTMENT - Crime Control and Public Safety	
(See page 2 for mailing instructions.)	Agency Requisition No.: PR9016231	
INTERNET ADDRESS: http://www.ncpandc.gov		

NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received at this office (116 W. Jones St., Raleigh, NC) until **2 o'clock p.m.** on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned 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, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our 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 that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER:			
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 BIDDERS ITEM #21):			
PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:		DATE:	E-MAIL:

STREET ADDRESS: **LAWMENS SAFETY SUPPLY, INC.**
3319 ANVIL PLACE
RALEIGH, NC 27609
 P.O. BOX:
 ZIP:
 CITY & STATE & ZIP:
 TELEPHONE NUMBER: **919-779-6141**
 TOLL FREE TEL. NO: **(800) 426-3486**
 PRINT NAME & TITLE OF PERSON SIGNING: **Diana Sills - Departmental Sales Manager**
 FAX NUMBER: **919-662-1573**
 AUTHORIZED SIGNATURE: *Diana Sills*
 DATE: **7/30/09**
 E-MAIL: **diana@Lawmens.com**

Offer valid for 60 days from date of bid opening unless otherwise stated here: ___ days (See Instructions to Bidders, Item 6). Prompt Payment Discount: NA % Net 15 days (See Instructions to Bidders, Item 7).

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Division of Purchase and Contract shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

FOR STATE USE ONLY	
Offer accepted and contract awarded this <u>22nd</u> day of <u>October</u> , 20 <u>09</u> , as indicated on attached certification,	
by <u><i>McB...</i></u>	(Authorized representative of the Division of Purchase and Contract).

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LABORATORY SAFETY SUPPLY, INC.
2010 AVENUE M, ADF
MILLERSVILLE, NC 27662

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

MAILING INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

<u>DELIVERED BY US POSTAL SERVICE (REGULAR/STANDARD MAIL ONLY)</u>	<u>DELIVERED BY ANY OTHER MEANS/SPECIAL DELIVERY/OVERNIGHT (BY ANY OTHER CARRIER)</u>
BID NO. _____ NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 1305 MAIL SERVICE CENTER RALEIGH NC 27699-1305	BID NO. _____ NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 116 WEST JONES STREET Room 4062 4 th Flr. RALEIGH NC 27603-8002

*****SPECIAL NOTE – PLEASE READ*****

The US Postal Service DOES NOT deliver any mail (US Postal Express Mail, Certified, Priority, Overnight, etc.) to our physical address of 116 West Jones Street.

TABULATIONS: The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.ncpandc.gov>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.

VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.ncpandc.gov>.

ATTENTION: This is an e-procurement solicitation. See paragraph #19 of the attached General Contract Terms and Conditions.

The Terms and Conditions made part of this solicitation contain language necessary for implementation of North Carolina's Statewide e-procurement initiative.

It is the offeror's responsibility to read these terms and conditions carefully and consider them in preparing the offer. By signature offeror acknowledges acceptance of all terms and conditions, including those related to e-procurement.

General information on the e-procurement service can be found at:
http://eprocurement.nc.gov/asp/section/ep_index.asp

SCOPE: This is an Agency Specific Term Contract for use by the Department of Crime Control and Public Safety, NC Highway Patrol from date of award for 36 months. The right is reserved to extend this contract for 60 days to allow time for a new contract to become effective. Quantities listed herein are first year estimates and the State is only responsible for items ordered and received. The estimated second quantity is 350-450 and third year quantity is estimated to be 450-550. No quantities are guaranteed for the first year or subsequent years on the contract. BIDDER IS REQUESTED TO SUBMIT ONE COPY OF THEIR BID IN ADDITION TO THEIR ORIGINAL BID. BIDS ARE REQUESTED TO BE IN 3 RING BINDER NOTE BOOKS SECTIONALIZED IN ACCORDANCE WITH THE REQUIREMENTS HEREIN. ALL SUPPORTING DOCUMENTATION (CERTIFICATIONS, QUALITY CONTROL PROGRAMS, INSURANCE DOCUMENTAION, ETC) ARE REQUESTED TO BE IN THE LAST SECTION OF THE NOTEBOOK ALONG WITH DESCRIPTIVE LITERATURE OF THE PRODUCT BEING OFFERED.

TRANSPORTATION CHARGES: FOB destinations as noted herein with all transportation charges prepaid and included in bid price.

SPECIFICATIONS: The attached specifications and requirements are drawn around particular equipment currently used for the purpose of establishing the quality level desired.

DEVIATIONS: Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that item(s) offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Deviations must be explained in detail herein or on an attached sheet. However, no implication is made by the State that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

PAST DUE E-PROCUREMENT FEES:

If a vendor's E-procurement accounts currently has/have or has/have had a balance 91 days or more past due, such past due status shall be considered in the contract award process.

DEBARMENT CERTIFICATION:

By signing the execution page, bidder certifies to the best of its 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.

CLARIFICATIONS AND QUESTIONS:

Bidder is to notify purchaser in writing by email to tmike.brendle@doa.nc.gov , at least 4 State business days before bid opening if bidder believes: 1) there may be an error in specifications, 2) if bidder is uncertain about the intent of a specific requirement/specification, terms and conditions including instructions to bidders or 3) if bidder has general questions. Questions submitted less than 4 days before the bid opening date may not be addressed. If necessary, the State will prepare written responses to all written questions submitted and addenda to this IFB will be posted to the Interactive Purchasing System (IPS- <http://www.ncpandc.gov/> , click IPS bids, search by bid number), containing all questions and responses. Bidders supplying questions will not be identified in addenda, only the corresponding answers will be posted. Oral answers by any agent or representative of the State are not binding on the State. It is the bidders responsibility to review all addenda to this IFB and, if need be, sign and return addenda with the bidder's response. In addition, bidder is requested to fax questions to Mike Brendle at 919.807.4510.

HAZARDOUS SUBSTANCE AND/OR OIL SPILLS:

Contractors hired by the end user shall be responsible for any costs (direct or indirect) associated with damage and/or cleanup of a hazardous substance and/or oil spill caused by the Contractor or their agent. This responsibility shall extend to freight carriers who were hired by the Contractor to deliver the commodity or service to the end user. While on end user premises, the Contractor shall comply with all local, State and Federal requirement for the proper handling of hazardous substances and/or oil.

For the purpose of this section, hazardous substances shall be defined as any substance, other than oil, which when discharged in any quantity may present an imminent and substantial danger to the public health, welfare AND/OR environment. Oil shall be defined as any oil of any kind and in any form, including but specifically not limited to petroleum,

LAWMEN'S SAFETY EQUIPMENT CO.
3375 HAVIL PLACE
BALDWIN, NY 11706

crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, petroleum related products or by-products, and all other liquid hydrocarbons, regardless of specific gravity, whether singly or in combination with other substances. In addition, the Contractor agrees to indemnify and hold the end user harmless against all claims, liabilities and costs, including attorney's fees, incurred in the defense of any claim brought against the end user resulting from such as spill.

FURNISH, DELIVER AND FIT:

ITEM	ESTIMATED FIRST YEAR QTY	UOM	DESCRIPTION	UNIT COST	TOTAL EXTENDED COST
1.	575	ea	Ballistic vests as specified herein MFR. SAFARILAND MODEL XT 700 TYPE II	^(D) \$784.00	\$450,800.00
1.1	1	Ea	Replacement carriers-male SAFARILAND UNIVERSAL AS CARRIER	\$54.94	54.94
1.2	1	ea	Replacement carriers-female SAFARILAND UNIVERSAL AS CARRIER	\$54.94	54.94
1.3	1	Ea	Hard trauma reductions inserts SAFARILAND 0058 IMPAC ST PLATE	0058 - 64.00 0709 \$77.83	64.00 77.83
1.4	1	EA	External carrier-RED SAFARILAND RED FIREARMS INSTRUCTOR CARRIER	\$119.00	119.00

TOTAL ALL ITEMS \$ 451,170.71

QUESTIONNAIRE: All information requested herein must be furnished or bid may be subject to rejection.

REFERENCES: All bidders shall be authorized dealers for equipment proposed. References are to be provided with contact persons and delivery dates for equipment. Failure to comply with these requirements may result in rejection of your bid.

SITE DATE OF DELIVERY CONTACT PERSON TELEPHONE #

NCHP 2006 to Current RICHARD PACK 919-733-3539

NC Community Corrections July 2008 Current ROBIN GRAY 336-996-2915

CHARLOTTE PD OCTOBER 2008 Current RICHARD DANIELSON 704-336-7727

LOCATION OF MAUFACTURING FACILITY:

This item will be manufactured in JACKSONVILLE, FL (city, State, or country)

Manufacturer web site address: WWW.SAFARILAND.COM

Your company web site address: WWW.LAWMENS.COM

Bidder must be the manufacturer or authorized dealer or authorized distributor. (indicate which) DISTRIBUTOR requested, can you provide written evidence within two business days? yes yes/no

RECYCLED CONTENT:

If the products offered herein contain any recycled content, indicate the material and content percentage:

Material _____ NA Percentage %: _____ NA

If the packaging contains any recycled content, indicate here the material and content percentage:

Material _____ NA Percentage %: _____ NA

MAKE AND MODEL:

Manufacture's name and model/catalog numbers used are for the purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid.

(1.0) Scope

The North Carolina State Highway Patrol (NCSHP) is seeking bids for Concealable Soft Body Armor and related accessories. All vendors will be bidding on the supply of a complete product and service package which will include the individual fitting of members at nine (9) locations throughout the state, threat level II body armor in concealable carriers, and accessories to include replacement concealable carriers, external carriers in red (Firearms Instructor Carriers), and soft and hard trauma reduction inserts as specified.

This specification details the requirements for **Threat Level II** (NIJ Standard-0101.06 plus Special Threat Speer 357 Sig 125gr GDHP) concealable soft body armor for the NCSHP. To be considered, body armor must be of the highest quality, display superior workmanship, provide for a high degree of comfort and afford the best ballistic protection within the designated threat envelope. Coverage is to be the maximum possible consistent with the ability to provide a high degree of comfort and mobility. Bidders must comply with all provisions of the bid specifications contained within this document to be considered. All documentation, including NIJ Certification, V50 test results, Special Threat Certification and documentation relating to Manufacturer's Standards of Construction, Internal Tracking, and Internal Materials Properties Verification Testing is to be included as part of the vendor's bid.. NIJ Certification and V50 tests must be conducted by NIJ Certified independent laboratories. Certification results must indicate the testing laboratory and have contact information so that follow-up verification can be made if deemed necessary by the NCSHP. Bids that do not contain this information may be subject to rejection.

HAS BIDDER INCLUDED THIS INFORMATION WITH THEIR BID? yes YES/NO

(2.0) The Performance Reference Vest: ABA XT-700 Level II.

(2.1) Ballistic vest system consisting of:

- Safariland, LLC Threat Level II ballistic panel inserts. (NIJ Testing ID BA-2000S-FC01)
- 5"x8" 30 layer "Spectra Shield Plus" fabric soft trauma reduction insert.
- BA-2000S-FC01 style concealable carrier with 100% adjustable eight- and twelve-point strap system with high profile Velcro closures and "tuckable" tails on the front and rear carriers.

(2.2) Additional/Accessory items consisting of:

- Replacement Vest Outer Carriers.
- External carrier in Red (Firearms Instructors Carrier).
- 5"x8" and 7"x9" IMPAC S.T. hard trauma insert. (NIJ Standard 0108.01 Threat Level IIIA Stand-alone test)

CAN BIDDER MEET THESE REQUIREMENTS? yes YES/NO

(3.0) Substitutions

Substitution of an equivalent Concealable Body Armor system **is allowed**. Any substitutions must be of equal or superior performance to the Performance Standard. The North Carolina State Highway Patrol is the sole Arbitrator in the determination of Equivalency and all decisions made by the Patrol are final.

Participation in the bid process for this contract indicates your understanding, acknowledgement, and acceptance of these terms.

(4.0) Certification

Only body armor that has been certified by the National Institute of Justice Technology Assistance Program and found to comply with both the requirements of the NIJ Standard 0101.06 for Threat Level II and for the Special Threat category pertaining to the Speer 357Sig 125gr GDHP, shall be considered for this bid. All bidders must submit NIJ Certification for both the male and female vests they are offering as part of the Bid Packet.

Bidders must provide with their bid the following:

- Model Number or Name tested under
- Areal Density
- Thickness
- 9mm Estimated V-50 (New)
- 9mm Estimated V-50 (Conditioned)
- .357 Mag Estimated V-50 (New)
- .357 Mag Estimated V-50 (Conditioned)
- 9mm Probability of Perforation
- .357 Mag Probability of Perforation
- Average Backface Signature 9mm
- Average Backface Signature .357 Mag
- Letter of Certification from an NIJ Accredited/Certified Laboratory for the Speer 125gr GDHP (V/o six shot abbreviated test using Speer 357Sig GDHP Model 54234 at standard factory velocity)

Bidders that do not provide this information with their bid may be subject to rejection.

IS THIS INFORMATION INCLUDED WITH YOUR BID? yes YES/NO

(5.0) Agency Testing

As part of the bid process the NCSHP RESERVES THE RIGHT TO SHOOT ANY VEST SUBMITTED AS PART OF THIS BID. The current duty round of the NCSHP is the .357 SIG Speer Gold Dot 125 gr (54234). Vests that do not perform satisfactorily at that time will be removed from further consideration. The shooting performance tests will be conducted by certified firearms instructors of the NCSHP and will be under the supervision of the Director of Firearms Training. The decision as to "Pass" or "Fail" on the shoot test is the sole decision of the NCSHP. Participation in this Bid process indicates your understanding, acknowledgement, and acceptance of these terms. The vests from the successful bidder will be retained by the NCSHP. Vests from all other manufacturers will be returned, upon request, at the expense of the bidder.

CAN BIDDER MEET THESE REQUIREMENTS? yes YES/NO

(6.0) Manufacturer Quality Control Program and Policy

Bidder is to include with their bid a copy of the manufacturer's Quality Control Program. This program must include as a minimum a written Quality Control Policy plus the minimum Quality Assurance steps shown below.

(6.1) Fiber and Fabric Properties: Each lot's critical fiber properties (denier, number of filaments, fiber type, tenacity, and elongation at break) must have been certified by their respective manufacturer. Each lot's critical fabric properties (weave, warp, fill ends per inch, basic weight, thickness, yarn and fabric tensile properties, and appropriate V50's) must have been certified by the manufacturer. Copies of the vest manufacturer's procedure for documenting these certifications must be submitted with the Bid.

(6.2) Manufacturer Materials Property Checks: The vest manufacturer shall have systems in place to verify the critical properties of the fabric or other technical materials for each shipment of those materials prior to their use in the manufacture of vests. A copy of the manufacturer's procedure for this verification procedure must be submitted with the bid.

(6.3) Product Consistency: The manufacturer must warrant that all shipments of each certified model will be identical in design and construction to that which was originally certified. The manufacturer and NJ must have retained samples for verification and/or inspection. The NCSHP will retain the vests from the winning bidder after the bid is awarded for sample verification if necessary.

(6.4) Bidder Understands and So Warrants: The manufacturer warrants that the supplied vests will continue to perform at the certified V-50 Ballistic Limit Levels, as predicted by the "Conditioned Vest" test results and the "Probability of Perforation" formulae. In the event that future testing reveals that the supplied vests are no longer performing as certified/predicted the vendor and/or manufacturer agrees to replace all affected vests at no cost to the NCSHP in as timely a manner as possible.

(6.5) Bidder Understands and So Warrants: The manufacturer warrants that all vests supplied will be serialized, 100% inspected, and traceable. All Procedure and Quality Control Data will be made available to the NCSHP for inspection upon request.

(6.6) Bidder Understands and Complies: The manufacturer must allow unannounced plant and data inspections at the discretion of the NCSHP at any time before, during, and after the production of the vests for the NCSHP. (Note: All travel costs associated with an unannounced plant visit are the responsibility of the NCSHP.)

CAN BIDDER MEET THESE REQUIREMENTS? yes YES/NO
IS THIS ABOVE INFORMATION INCLUDED WITH YOUR BID? yes YES/NO

(7.0) User Coverage

The intent of the NCSHP is to provide full protection of the torso. Coverage is to be the maximum available consistent with comfort and durability. This is defined as a "full wrap" vest with side panels that overlap one (1") inch at the sides. Suitable relief must be provided in the following areas:

- 1-2" must be allowed between the bottom of the vest and the duty belt while standing, so that no binding occurs while the member is sitting in his or her vehicle.
- at the throat so as not to choke the wearer while seated or leaning forward.
- at the shoulder/armpit area to provide for a full range of motion without binding.

The body armor described in these specifications is intended primarily as an undergarment. Accordingly, it shall be designed for regular daily wear and constructed so as to provide for durability, ease of cleaning, minimum restriction of motion and mobility, and the greatest amount of ballistic coverage consistent with comfort and concealability. It is highly desirable that the armor presents as small a silhouette under a uniform shirt as possible consistent with the need to fulfill its primary role as a life saving device. As part of the bid process preference may be given to any armor that is less visible under the uniform shirt.

The general configuration of the vest is to be of the "Slip-over Vest Style" providing maximum coverage to the upper torso. Eight- or twelve-point fully adjustable high profile Velcro closure elastic straps (one over each shoulder and one or two around each side) shall be provided for adjustment. The entire vest perimeter shall be curved. No sharp corners or rough edges shall be allowed.

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to be concealable when wearing an open collar shirt, provide coverage downward to the waist, and wrap around the body to provide protection to the side torso area. The relief at the arm holes shall be cut so as to provide full movement of the arms while operating a vehicle.

The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt consistent with the needs of comfort and mobility.

CAN BIDDER MEET THESE REQUIREMENTS? yes YES/NO

(8.0) Ballistic Vest System, Male and Female

Each vest set shall consist of the following:

- One set of ballistic panels, one front and one rear.
- Two complete washable carrier sets, one front and one rear, and two complete sets of straps. Front carrier to have centrally located (covering heart) pocket for trauma reduction insert sized to fit and hold correctly either 5"x8" or 7"x9" inserts.
- One 5'x8" soft trauma reduction insert (as specified).

(8.1) Ballistic Materials

All materials shall be new, unused, and without flaws that affect durability and function.

Each front and back ballistic panel shall consist of equivalent numbers of layers of ballistic materials required to provide the protection specified under the most current NIJ Level II Standards (NIJ Standard-0101.06) and the Special Threat category specified by the NCSHP previously in these specifications.

(8.2) Ballistic Panel Covers

All ballistic panels shall be covered in accordance with NIJ Standard-0101.06 so as to promote maximum protection of the ballistic materials from perspiration, humidity, and water. Cover materials must be stain, odor and mildew resistant. Materials shall have no holes or other visible fabric or color flaws. If visible from outside of the vest the color shall be grey.

(8.3) Vest Outer Covers

Two complete sets of Outer Vest Covers (carrier/s) shall be provided with each vest. Each carrier shall have a fully adjustable eight- or twelve point elastic adjustments system with high profile Velcro fastening. Each carrier shall have tuckable "shirt-tails" front and rear.

The front carrier on each outer carrier set shall have a pocket for an additional trauma reduction insert located so as to provide the most protection to the upper central chest area of the wearer. This pocket is to be constructed so as to provide for both a 5"x8" or a 7"x9" insert as requested by the NCSHP.

(8.4) Color

The carrier color shall be grey, without imprinted or embroidered company logos that might be visible through the uniform shirt.

(8.5) Care and Laundering

The carrier shall be removable for laundering and shall be home machine washable.

(8.6) Labeling

Labels shall be constructed to be in compliance with the NIJ Standard-0101.06 and so as to withstand normal wear and cleaning while remaining readable for the warranted life of the body armor (five years) or the carrier (one year).

All body armor shall be labeled in strict adherence to the labeling requirements as set forth in the NIJ Standard. This labeling shall include as a minimum:

- Name of Manufacturer
- Level of Protection
- Applicable NIJ Standard
- Date of Fabrication
- Size
- Serial Number
- Model of Vest
- Care Instructions
- Lot Number

Instructions for the care and cleaning of the carriers and ballistic panels must be affixed to the inside of the carriers and in such plain language as to assure the least possibility of misunderstanding the instructions.

Each ballistic panel shall be permanently labeled on the side intended to be worn next to the body "Body Side" in such a manner as to provide clear and consistent direction as to how the panel is to be inserted into the carrier. Preference will be given to manufacturers which provide for only one way that a panel can be correctly mounted into the carrier.

Each vest shall be labeled with a removable paper or cloth tag with the first name, last name, Troop letter, and registry number for tracking purposes at the NCSHP Uniform Warehouse. A duplicate to this label shall be affixed to the exterior of each individual packaging carton.

(8.7) Serial Numbers

Each set of body armor shall have an individual unique serial number, permanently attached and of such materials and construction as to be readable for the warranted life of the unit. Each such serialized set of armor shall be traceable to its original ballistic material lot and ballistic material (fiber or otherwise) mill roll number or manufacturer's production lot number. Additionally, the serial number shall be traceable to the incoming manufacturer's material pretest and manufacturer's ballistic panel lay-up lot.

(8.8) Measuring

Individual measurements are to be provided at all Troop Headquarters Units (Greenville, NC; Fayetteville, NC; Raleigh, NC; Greensboro, NC; Salisbury, NC; Newton, NC; Asheville, NC; Monroe, NC) and the NCSHP Training Academy (Garner, NC) a minimum of twice (2) per year by a Trained (Manufacturer Certified) Representative of the successful bidder. Measurements for newly hired, reinstated, or returning troopers shall be conducted by the vendor/manufacturer's certified representative, as necessary, at the Training Academy in Garner, NC, or at the Uniform Warehouse, Raleigh, NC, or at any other location within the state of North Carolina, agreed upon in writing, to the benefit of the NCSHP, and/or its members. Bidder agrees to be on site where the troop headquarters (or the Training Academy) are located within 24 hours after notification by the NCSHP for measuring.

(8.9) Fit

Each delivered vest shall, as a minimum, comply with the following fit requirements.

1. The side edges of the front and back ballistic panels shall be within one (1) inch of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
2. The bottom edge of the front ballistic panel shall be within one (1) inch of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
3. The bottom edge of the back ballistic panel shall be within two (2") inches of the highest waist belt measurement (usually the duty belt) measurement when the wearing is in the standing position.
4. Female sizes shall be determined based in individual measurements including bust size as well as chest measurements.
5. Vests are to provide for one (1) inch overlap at the sides.

As part of the measuring process it shall be the responsibility of the individual(s) taking the measurements to obtain from the trooper being measured his or her first name, last name, Troop, and individual registry number. This information shall be transmitted to the manufacturer so that this information can be added to the packaging for tracking purposes at the NCSHP Uniform Warehouse.

(8.10) Alterations

The successful bidder and/or manufacturer shall provide alterations, free of charge to the NCSHP, for any vest that does not fit to the satisfaction of the individual wearing the vest. As part of the alteration process the NCSHP agrees to notify the manufacturer or vendor within sixty (60) days of any fitting issues. After notification the NCSHP agrees to return the vest in its original packaging, to a location in North Carolina agreeable to both parties, for shipping by the vendor to the location where the alteration is to occur. The NCSHP agrees to pay shipping to the manufacturer's location within the contiguous 48 states, provided the shipping does not exceed reasonable and customary costs. The vendor will pay for shipping for the returned vest(s) after alterations are completed.

CAN BIDDER MEET THESE REQUIREMENTS? yes YES/NO

(9.0) Additional Items Included in Bid for Future Order

(9.1) Replacement Carriers

Vendors shall provide for additional Outer Carriers as needed for replacement of carriers that are no longer serviceable. Replacement carriers are to match the original carriers supplied as part of the Vest Package. Bid package shall include costs of these carriers as a separate line item on the bid. Replacement costs to be shown for both male and female carriers.

(9.2) Hard Trauma Reductions Inserts

Vendors shall provide for a Hard Trauma Insert for certain individuals as requested by the NCSHP. Hard Trauma inserts are to be the ABA IMPAC S.T. (or equivalent) in 5"x8" or 7"x9" as requested by the NCSHP. Hard Trauma insert is to be certified at NIJ Standard-0108.01 Threat Level IIIA stand alone testing protocol and multiple hit capable. (Min three (3) rounds) Bid package shall include costs of the inserts as separate line items. A 5"x8" sample of the Insert, with information regarding the level of protection afforded by the insert both alone and in conjunction with the body armor is to be included in the bid package. This sample is subject to be shot by the NCSHP as part of the testing process.

HAVE YOU INCLUDED THE SAMPLE AS REQUIRED ABOVE? Yes YES/NO

(9.3) External Carrier, Red

As needed, the NCSHP provides instructors in the Firearms Training Program with external carriers of such design and construction as to make the individual wearing the carrier easily and quickly identifiable. To facilitate the continued purchase of these items it will now be included in the body armor contract. Accordingly, bidders shall provide for a High Visibility Red Firearms instructor's external carrier. (Performance standard is ABA External Firearms instructor's carrier.) Carrier is to be constructed of Cordura fabric for the exterior and soft nylon for the interior for comfort. The exterior shall have one large zippered pocket, two pen pockets, a double magazine pouch, radio pouch, and removable identification patches (FIREARMS INSTRUCTOR) front and back.

Construction is to be "slip-over" style, with Velcro secured overlapping sides and belly band adjustment. A sample of the carrier is to be included with the sample vests submitted as indicated herein.

CAN BIDDER MEET THESE REQUIREMENTS? Yes YES/NO HAVE YOU INCLUDED A SAMPLE WITH YOUR BID? Yes YES/NO
include separate cover to warehouse - facial lock

(10.0) Warranty

(10.1) Warranty of Workmanship and Materials

Ballistic panels shall be warranted by the manufacturer against all defects in workmanship and materials for a period of no less than five (5) years from the date of manufacture. Warranty extends beyond and is not affected by the contract duration.
Vest outer carriers shall be warranted by the manufacturer against all defects in workmanship and materials for no less than one (1) year from the date of manufacture.

(10.2) Warranty of Continued Ballistic Integrity

The manufacturer warrants that the supplied vests will continue to perform at the certified V-50 Ballistic Limit Levels, as predicted by the "Conditioned Vest" test results and the "Probability of Perforation" formulae. In the event that future testing or actual field shootings reveal that the supplied vests are no longer performing as certified the manufacturer agrees without reservation to:

- 1. Notify the NCSHP within thirty (30) days of any tests that result in the failure of the ballistic panels or of a complete vest.

2. Notify the NCSHP within thirty (30) days of any perforation or penetration of a vest deployed to any other Federal or State Agency, Police Force, Security Organization, etc. when the perforation or penetration of the vest could reasonably indicate that a threat to the members of the NCSHP could exist, or when such perforation or penetration would be considered a "vest failure" under the NIJ Standard-0101.06.

3. Notification is to be sent in writing to the Commander, Communication and Logistics, NCSHP and to the Uniform Warehouse Manager, NCSHP. Notification shall include the circumstances under which the failure occurred (including when, where, and with what ammunition if known) the total quantity of NCSHP vests effected, and the serial numbers of the effected vests.

4. Replace all effected vests at no cost to the NCSHP in as timely a manner as possible consistent with best manufacturing standards.

CAN BIDDER MEET THESE REQUIREMENTS? yes YES/NO

(11.0) **Insurance**

The manufacturer shall furnish a Certificate of Insurance with a company duly licensed to do business in the State of North Carolina, which will afford Comprehensive General Liability insurance coverage, which shall include products liability coverage in the amount of no less than twenty (20) million dollars per incident. Coverage shall be maintained throughout the contract and for a minimum of five years afterwards or until such time has passed as all vests under the contract have exceeded five (5) years since date of manufacture. Submission of "Self-Insurance" is not acceptable. Insurance policy deductibles are the responsibility of the manufacturer. Failure to provide proof of compliance on this information may be cause for rejection of the bid.

CAN BIDDER MEET THESE REQUIREMENTS? yes YES/NO

(12.0) **Delivery**

Each order is to be delivered, complete, within 45 consecutive calendar days. If the bidder cannot meet this delivery requirement, indicate what delivery time would be necessary for complete delivery per order. _____

The NCSHP reserves the right to consider delivery times offered as a factor in the award of the contract.

(13.0) **Packaging**

All vests shall be packaged and shipped in a manner consistent with current best commercial practices.

Before packaging each vest shall be labeled with a removable paper or cloth tag with the first name, last name, Troop letter, and individual registry number of the member receiving the vest.

Each vest, along with any optional equipment, shall be individually packaged in a plastic bag, placed in a suitable corrugated box, and an additional paper label shall be affixed to the exterior of the individual cardboard box containing the information listed above. (Except in those cases where the individual cardboard box is the container that the vest is to be shipped in, the outside label may be left off.)

Individual vests in their cardboard boxes may be shipped together in shipping boxes to facilitate the shipping of large quantities and reduce costs

CAN BIDDER MEET THESE REQUIREMENTS? yes YES/NO

(14.0) Shipping

The successful vendor will on each shipment shall have, as a minimum a readable Master Carton Packing Slip:

- which individually lists each vest, and the name, sizing, and registry number of the trooper to receive the vest.
- a single tracking number for reference so that the manufacturer, the vendor if applicable and the NCSHP can use the same number.
- and the total number of cartons sent with that order.

All vests are to be shipped to:

North Carolina State Highway Patrol Uniform Warehouse
1300 Blue Ridge Road
Raleigh, NC 27607

Attn: Uniform Warehouse Manager

CAN BIDDER MEET THESE REQUIREMENTS? yes YES/NO

(15.0) Silence of Specifications

The apparent silence of any specification and/or any supplemental specifications as to any details or omissions from it/them of any detailed description(s), concerning any specific point shall be regarded as meaning that only the "best current commercial practices are to prevail and that only materials and workmanship of the first quality are to be used. All interpretations of this specification shall be made on the basis of this statement.

CAN BIDDER MEET THESE REQUIREMENTS? yes YES/NO

SUBMITTAL OF SAMPLE VESTS

Each participating Manufacturer must provide as samples one male and one female vest built to the following measurements. These vests will be reviewed by the NCSHP for fit, finish, form, and function. If considered necessary to determine the best overall vest for the NCSHP, these vests are subject to being tested to destruction, up to and including being shot.

(Sample) 1-Male Vest sized to fit the following measurements.

1. Chest at nipple mid-line (arms down, relaxed): 46.5"
2. Waist at base of rib-cage: 36"
3. Waist at one inch above belt line: Standing 25.5" Seated: 26"
4. Distance (seated) from clavicle notch to one (1) inch above belt line: 15.5"
5. Distance (standing) from top of shoulder blades to one inch above belt line: 17"
6. Distance from top of clavicle to one (1) inch above belt line: 22.5"
7. Distance (down back) from base of collar to top of duty belt: 20.5"

(Sample) 1-Female vest sized to fit the following measurements.

1. Chest at nipple mid-line (arms down, relaxed): 41"
2. Waist at base of rib-cage: 36"
3. Waist at one (1) inch above duty belt: Standing: 25.5" Seated: 26"
4. Distance (seated) from clavicle notch to one (1) inch above belt line: 13"
5. Distance (standing) from top of shoulder blades to one (1) inch above beltline: 13.5"
6. Distance from top of clavicle to one (1) inch above top of duty belt: 18"
7. Distance (down back) from base of collar to top of duty belt: 14"

- 8. Distance from centerline of one breast to side seam: 7"
- 9. Distance from top of shoulder to breast center-line: 9"
- 10. Distance from breast center-line to breast center-line: 8.5"
- 11. Distance from breast centerline to top of duty belt: 10"
- 12. Bra cup size: B

CAN BIDDER MEET THESE REQUIREMENTS? Yes YES/NO

TIME FRAME FOR PROVIDING SAMPLES AS REQUIRED IS NOT LATER THAN AUGUST 31, 2009, 5:00 PM.

NOTE: MAIL SAMPLES DIRECTLY TO THE HIGHWAY PATROL AT

**NCSHP UNIFORM WAREHOUSE
1300 BLUE RIDGE ROAD
RALEIGH NC 27607
ATTN: RICHARD PACK**

BIDDER IS TO INDICATE ON THE SHIPPING CONTAINER WITH THE SAMPLES THEIR NAME AND BID NUMBER.

THE BID DOCUMENT IS TO BE MAILED IN ACCORDANCE WITH PAGE 3 OF THIS IFB. DO NOT INCLUDE YOUR BID DOCUMENT WITH THE SAMPLES. TO DO SO WOULD MAKE YOUR BID NOT RECEIVED AND CONSIDERED NON-RESPONSIVE

Samples have been sent by Manufacturer to Richard Pack on behalf of Lowmeyer. (PS)



**DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASE AND CONTRACT
1305 MAIL SERVICE CENTER
RALEIGH, NC 27699-1305**

IMPORTANT BID ADDENDUM

July 10, 2009

THIS BID ADDENDUM DOES NOT HAVE TO BE RETURNED:

BID Number: 200900639
ADDENDUM Number: 01

PURCHASER: **Mike Brendle**

COMMODITY: **BODY ARMOR**
USING AGENCY: **DEPARTMENT - Crime Control
and Public Safety**
OPENING DATE/TIME: **July 30, 2009 @ 2:00**

INSTRUCTIONS:

1. Please make the following change(s) in the bid referenced above:

Correction to Contract Type. This contract is an Agency Specific Term Contract for 36 months and not an Open Market Contract Type as originally indicated. See the section entitled SCOPE on page 4 for more information.

LAWMEN'S SAFETY SUPPLY, INC.
3319 ANVIL PLACE
RALEIGH, NC 27603





**DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASE AND CONTRACT
1305 MAIL SERVICE CENTER
RALEIGH, NC 27699-1305**

IMPORTANT BID ADDENDUM

July 16, 2009

THIS BID ADDENDUM DOES NOT HAVE TO BE RETURNED:

BID Number: 200900639
ADDENDUM Number: 02

PURCHASER: **Mike Brendle**

COMMODITY: **BODY ARMOR**
USING AGENCY: **DEPARTMENT - Crime Control
and Public Safety**
OPENING DATE/TIME: **July 30, 2009 @ 2:00**

INSTRUCTIONS:

1. Please make the following change(s) in the bid referenced above:

Question and answer

Q-If a manufacturer is sending in samples for more than one vendor for the same vest/carriers, may all vendors' names be put on the samples so that you do not get duplicate samples from different vendors?

A-Yes, but if a vendor name is not listed on the sample received from the manufacturer and a bid is received from that vendor, then their bid will be deemed non-responsive.

LAWMEN'S SAFETY SUPPLY, INC.
8319 ANVIL PLACE
RALEIGH, NC 27603



INSTRUCTIONS TO BIDDERSINTERNET ADDRESS – <http://www.ncpandc.gov>

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions. The State objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**
By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
 - **BIDDER:** Company, firm, corporation, partnership, individual, etc.; submitting a response to an Invitation for Bids.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
 - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **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.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the Division of Purchase and Contract. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
13. **REFERENCES:** The State reserves the right to require a list of users of the exact item offered. The State may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.

14. TAXES:

- **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
- **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

15. AWARD OF CONTRACT: As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to the State as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the State to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the State or the bidder, the State reserves the right to accept any item or group of items on a multi-item bid.

In addition, on TERM CONTRACTS, the State reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the State to be pertinent or peculiar to the purchase in question.

- 16. HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
- 17. CONFIDENTIAL INFORMATION:** As provided by statute and rule, the Division of Purchase and Contract will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
- 18. SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become State property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
- 19. PROTEST PROCEDURES:** When a bidder wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When a bidder wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bid status and Award notices are posted on the Internet at <http://www.ncpandc.gov>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.ncpandc.gov/protests.pdf> for more information.)
- 20. MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
- 21. RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONSINTERNET ADDRESS ~ <http://www.ncpandc.gov>

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, the State may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. The State reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the State.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the State's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

12. **PATENT:** The contractor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.
15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted.
However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, the State may:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - Include any person or entity designated by contractor as a joint payee on the contractor's payment check.
- In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE:**
COVERAGE - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
 - Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
 - Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
- REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
18. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
19. **ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The contractor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE

This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the contractor for the services rendered by the Supplier Manager under this contract. Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.

Contractor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Contractor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the contractor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate contractor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

Contractor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a contractor is a corporation, partnership or other legal entity, then the contractor may authorize its employees to use its password. Contractor shall be responsible for all activity and all charges by such employees. Contractor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the contractor's account, contractor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Contractor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

20. **ELECTRONIC PROCUREMENT (APPLIES ONLY TO STATEWIDE TERM CONTRACTS):** Within ten (10) calendar days of notice, the contractor shall provide supplier information, contract pricing and other product-related information requested by the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacturer, product name and a brief description, unit of measure, price, and other similar information properly requested by the State or the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to use, reproduce, transmit, distribute and publicly display this information. In addition, for the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display contractor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the contractor within the appropriate contract categories. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change.

If the contractor is not the manufacturer, then it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract, including any appropriate intellectual property rights of the manufacturer. If the contractor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.

CONTRACTOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ITS AUTHORIZED RESELLERS IN THE EVENT THAT THE AUTHORIZED RESELLER(S) DEFAULTS.

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21. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 90 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.
 22. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
 23. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
 - a. **Notification:** Must be given to the issuing purchasing authority, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. **Decreases:** The State shall receive full proportionate benefit immediately at any time during the contract period.
 - c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the State reserving the right to accept or reject the increase, or cancel the contract. Such action by the State shall occur not later than 15 days after the receipt by the State of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
 - d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

1/12/2009