

CONTRACT CERTIFICATION

THIS IS NOT A PURCHASE ORDER!

BID/FILE NUMBER: 201000696

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

TO: Jennifer Jackson
DEPARTMENT - Crime Control and Public Safety
Raleigh, NC 27699

DATE: May 24, 2011
REQUISITION NO: PR9757074
TERMS: Net
DELIVERY:

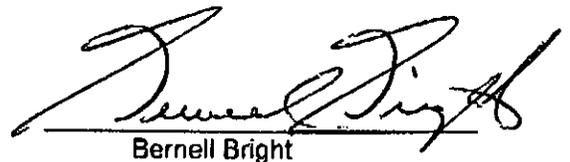
In accordance with the requirements of General Statutes 143-52 and 143-53, we certify contract on the items listed below to be ordered by you. Issue orders immediately direct to the Vendor listed, giving complete shipping instructions. Order only the item(s) listed and in the quantity(ies) shown. Price(s) 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: 200-70
Highway Patrol Uniform Shirts

\$147,000.00

The State reserves the right to extend this contract for an additional two (2) years in one (1) year increments at the expiration of the original contract period. Therefore, this is the first extension of the two (2) years beginning on June 2, 2011.

VENDOR:
Carolina Uniforms & Equipment, Inc.
Attention: Glenn K. Long
2732 D. Interstate Street
Charlotte, NC 28208



Bernell Bright

INSTRUCTIONS TO VENDORS:

1. **THIS IS NOT A PURCHASE ORDER.** Do not make shipment until you have received an official order from the using agency.
2. Invoices should be made out to the using agency and forwarded direct to them for payment.
3. The exact items certified and ordered must be shipped. No substitutions shall be made without prior approval of the Division of Purchase and Contract.
4. Applicable North Carolina sales and use tax shall be added to invoices as a separate item.
5. 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

DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASE AND CONTRACT
RALEIGH, NC

CONTRACT CERTIFICATION

THIS IS NOT A PURCHASE ORDER!

BID/FILE NUMBER: 201000696

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

TO: Jennifer Jackson
DEPARTMENT - Crime Control and Public Safety
Raleigh, NC 27699

DATE: July 15, 2010
REQUISITION NO: PR9757074
TERMS: Net
DELIVERY:

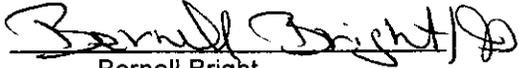
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VENDOR:
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3. The exact items certified and ordered must be shipped. No substitutions shall be made without prior approval of the Division of Purchase and Contract.
4. Applicable North Carolina sales and use tax shall be added to invoices as a separate item.
5. 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. 201000696	
	Bids will be publicly opened: May 25, 2010	
Refer ALL Inquiries to: Bernell Bright Telephone No. 919-807-4536	Contract Type: Agency Specific Term Contract	
	Commodity: Highway Patrol Uniform Shirts	
E-Mail: bernell.bright@doa.nc.gov	Using Agency Name: DEPARTMENT - Crime Control and Public Safety	
(See page 2 for mailing instructions.)	Agency Requisition No.: PR9757074	
INTERNET ADDRESS: http://www.pandc.nc.gov/		

NOTICE TO BIDDERS

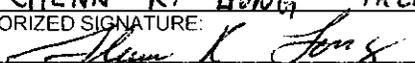
Sealed bids, subject to the conditions made a part hereof, will be received at this office (116 W. Jones St., Raleigh, NC) until **2 o'clock p.m.** on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

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.

Please review the new additions to the Instructions to Bidders, which are found in new paragraphs 22 ("Confidentiality of Bids," which prohibits certain types of communications during the procurement process and any violation of this provision may subject bidder's bid to disqualification) and 23 (Executive Order #50-Price-Matching Preference); and review the changes to paragraphs 15 (Award of Contract) and 19 (Protest Procedures) in the Instructions to Bidders, which are required to implement Executive Order 50.

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: CAROLINA UNIFORMS & EQUIPMENT, INC		
STREET ADDRESS: 2732 D INTERSTATE ST	P.O. BOX:	ZIP:
CITY & STATE & ZIP: CHARLOTTE NC 28208	TELEPHONE NUMBER: 704-395-0660	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO BIDDERS ITEM #21):		
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee 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 any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.		
PRINT NAME & TITLE OF PERSON SIGNING: GLENN K. LONG PRESIDENT	FAX NUMBER: 704-395-2484	
AUTHORIZED SIGNATURE: 	DATE: 6-9-10	E-MAIL: CAROLINAUNIFORMS@bellsouth.net

Offer valid for 45 days from date of bid opening unless otherwise stated here: ___ days (See Instructions to Bidders, Item 6). Prompt Payment Discount: NET % 30 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>15</u> day of <u>July</u> , 20 <u>10</u> , as indicated on attached certification,	
by <u>Bernell Bright</u>	(Authorized representative of the Division of Purchase and Contract).

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.pandc.nc.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.pandc.nc.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/>

TRANSPORTATION: FOB Destination: NC Highway Patrol Uniform Supply, 1300 Blue Ridge Rd., Raleigh, NC 27607. Freight and any related transportation charges must be included in your bid price(s).

EXECUTIVE ORDER NO. 50 (PRICE-MATCHING PREFERENCE):

Pursuant to North Carolina General Statute § 143-59 (G.S. § 143-59) and Executive Order No. 50 issued by Governor Perdue on February 17, 2010, entitled "Enhanced Purchasing Opportunities for North Carolina Businesses," a price-matching preference may be given to North Carolina resident bidders on contracts for the purchase of goods. This preference will allow a qualified North Carolina resident bidder to match the price of the lowest responsible nonresident bidder, if the North Carolina resident bidder's price is within five percent (5%) or \$10,000, whichever is less, of the nonresident bidder's price. If the resident bidder requests and qualifies for the price-matching preference, the resident bidder will first be offered the contract award and it will have three (3) business days to accept or decline the award based on the lowest responsible nonresident bidder's price.

Executive Order #50 applies to procurements from the Governor's Office, Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, and Transportation), Universities and Community Colleges and all procurements handled by the Division of Purchase and Contract. All other State Agencies are encouraged to implement the requirements of the Executive Order #50 and vendors should contact these State Agencies to determine whether they have adopted and implemented Executive Order #50.

ANY RESIDENT BIDDER REQUESTING THIS PREFERENCE SHOULD CAREFULLY REVIEW PARAGRAPH 23 OF THE INSTRUCTIONS TO BIDDERS, WHICH PROVIDES MORE INFORMATION REGARDING THE DEFINITION OF RESIDENT AND NONRESIDENT BIDDERS; THE QUALIFICATION PROCESS FOR GRANTING THE PREFERENCE AND HOW THE CONTRACT WILL BE AWARDED IF THE PREFERENCE IS APPLICABLE.

ALL BIDDERS (RESIDENT AND NONRESIDENT) MUST ANSWER THE FOLLOWING QUESTION:

- 1. Bidder is a resident of North Carolina as defined in G.S. § 143-59:

YES NO
(circle one)

(Bidder may be deemed a nonresident bidder, if it failed to circle any choice.)

ALL RESIDENT BIDDERS REQUESTING A PRICE-MATCHING PREFERENCE MUST ANSWER THE FOLLOWING QUESTION AND MUST COMPLETE "RESIDENT BIDDER'S CERTIFICATION FOR PRICE-MATCHING PREFERENCE UNDER EXECUTIVE ORDER #50", WHICH IS BELOW AFTER QUESTION 2. AS STATED ABOVE AND PARAGRAPH 23 OF THE INSTRUCTIONS TO BIDDERS, A RESIDENT BIDDER ANSWERING "YES" TO THE QUESTION BELOW AND IS QUALIFIED FOR THE PRICE-MATCHING PREFERENCE WILL BE GIVEN AN OPPORTUNITY TO ACCEPT OR DECLINE THE CONTRACT AWARD WITHIN THE SPECIFIED PERIOD OF TIME.

- 2. Resident Bidder requests the price-matching preference:

YES / NO
(circle one)

(Bidder shall be deemed not to have requested the preference, if it failed to circle any choice and did not complete the Resident Bidder's Certification. If a Bidder failed to circle a choice above and completed and notarized the Bidder's Certification, then it will have been deemed to have responded YES to the above question.)

RESIDENT BIDDER'S CERTIFICATION FOR PRICE-MATCHING PREFERENCE UNDER EXECUTIVE ORDER #50

NOTICE: The Price-Matching Preference will only be given to bidders that fully complete this affidavit (i.e., all information must be provided, all supporting documents must be attached, the affidavit must be signed by an authorized representative of the bidder and the affidavit must be notarized) and demonstrate their qualifications for the Price-Matching Preference through the certification and information provided in this affidavit and any required attachments.

Affidavit of _____ (name of resident bidder, hereinafter the "Bidder")

PART I

Please check the box applicable to the Bidder's business in order for the Bidder to be considered for the price-matching preference established by Executive Order #50 and North Carolina General Statute § 143-59(c)(1).

I hereby certify that the Bidder paid unemployment taxes to the State of North Carolina for the most recent quarter or annually, and has specifically done so for the last such payment period.

OR

I hereby certify that the Bidder paid income taxes to the State of North Carolina each calendar quarter, or otherwise annually, and has specifically done so for the last such payment period.

AND

PART II

I. I hereby certify that the Bidder is a resident of the State of North Carolina under North Carolina General Statute § 143-59(c)(1), in that, Bidder's principal place of business is located in North Carolina.

YES / NO
(circle one)

A. **Business Type** (circle one of the following): CORPORATION (ALL TYPES); LIMITED LIABILITY COMPANY; GENERAL PARTNERSHIP; LIMITED PARTNERSHIP; LIMITED LIABILITY PARTNERSHIP; SOLE PROPRIETORSHIP; INDIVIDUAL; UNINCORPORATED ASSOCIATION; OR OTHER.

B. Provide address of principal place of business/principal office in North Carolina:

Street Address (no P.O. Box number)

City, State, Zip Code

Is the above address the location of Bidder's headquarters? YES / NO (circle one)

If Bidder has a public website, provide the link/address: _____

C. **ATTACH A COPY OF BIDDER'S MOST RECENT FILINGS WITH THE NORTH CAROLINA SECRETARY OF STATE** (such as Bidder's Certificate of Authority, Annual Report or such other filing that discloses a North Carolina business address for the Bidder).

OR (check the box below)

Bidder certifies that its business is **not** required to make filings with the North Carolina Secretary of State.

BIDDER: Charlotte Waterways & Equipment, Inc

2. I hereby certify that the Bidder is a resident of the State of North Carolina under North Carolina General Statute § 143-59(c)(3), in that, Bidder directs or manages its trade or business from its principal place of business in North Carolina.

YES / NO (circle one)

A. State the number of Bidder's employees that work at the North Carolina principal place of business:

B. State the total number of employees in Bidder's entire workforce:

C. Briefly describe in the box below how Bidder manages or directs its business or trade from its North Carolina principal place of business:

IF BIDDER DESIRES TO KEEP CONFIDENTIAL ITS ANSWERS TO QUESTION 2.A, B AND C ABOVE PURSUANT TO PARAGRAPH 17 OF THE INSTRUCTIONS TO BIDDERS, THEN PLEASE CIRCLE YES OR NO IN THE BOX. IF BIDDER FAILS TO CIRCLE YES FOR ANY REASON, THEN BIDDER'S ANSWERS MAY BE SUBJECT TO PUBLIC DISCLOSURE.

YES / NO

PART III

By executing this affidavit, the Bidder agrees to provide any additional information or documentation requested by the State (during the procurement process seeking clarification of the request for the Price-Matching Preference or after contract award to resolve any bid protest) to confirm the above certifications and statements within five (5) business days of request (including tax filings in North Carolina, banking statements, financial and accounting statements reflecting Bidder's payment of the subject taxes, and any other documentation that may establish Bidder's principal place of business in North Carolina, including but not limited to information regarding the amount of income and unemployment taxes paid to other states and number of employees in North Carolina and number of employees in other states). Pursuant to G.S. §§ 132-1.1, 105-259(b) and Paragraph 17 of the Instructions to Bidders, the State is prohibited from making public disclosures of the bidder's tax information and documents (except if one of the 39 exceptions applies in G.S. § 105-259(b)) and the State shall preserve the confidentiality of the information and/or documents received in response to a request for clarification (or, as discussed below, to resolve a bid protest challenging resident bidder's qualification for the price-matching preference). In order to further preserve the confidentiality of bidder's tax information and documentation provided the State, the bidder shall comply with Paragraph 17 of the Instructions to Bidders and mark "CONFIDENTIAL" at the top and bottom of each page of the information and documentation. Bidder further understands and agrees that if Bidder fails to provide the State with the additional information and documentation within five (5) business days of the request; or the State determines that certifications or information in this Affidavit are false at any time after the contract is awarded to Bidder, the State may:

- (1) Cancel the Bidder's contract and/or purchase order that was awarded based on the price-matching preference and Bidder shall be liable for all its cost it incurs as a result of the cancellation and all increased costs of the State by awarding the contract to the next lowest bidder;
- (2) Bidder will not be entitled to any price-matching preference in any future State bidding opportunities;
- (3) Action may be taken against the contractor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties); and/or
- (4) Debar Bidder from doing business with the State of North Carolina for a period determined by the State Purchasing Officer and/or Board of Award.

The undersigned hereby certifies that he or she has read this certification and is an officer, member, partner, owner or such managing employee of the Bidder (the "Authorized Representative") that is authorized to execute this affidavit and to bind the Bidder to the certifications, statements and agreements herein.

Name of Authorized Representative: _____

Signature: _____

Title: _____

Date: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20_____

Notary Public: _____

My commission expires _____

RECYCLED CONTENT:

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

Material _____ Percentage %: _____

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

Material _____ Percentage %: _____

SCOPE: It is the intent of this IFB to obtain contract proposals for Highway Patrol Uniform Shirts as noted herein for the previously mentioned agency. All shirts furnished by the contractor must meet all requirements of this IFB and be completely satisfactory to the State's using agency. This IFB is intended to cover the agency normal requirements for the period beginning on date of award, for 12 months with the option to renew this contract for an additional thirty six (36) months period (in 12 month increments) (solely at the option of the State), subject to continuation of programs and availability of funds. It shall be understood and agreed that the agency shall not be obligated to purchase in excess of its normal requirements. Quantity show herein is the estimated quantity for a 12 month period and is submitted merely as a guide. The State shall not be obligated to purchase in excess of its normal requirements. The State reserves the right to accept the bid deemed to constitute the best advantage for the State.

FULL COUNT: Full count delivery with no shortage on any order. Using agency will pay only for quantity actually ordered and will not pay for any overages.

DESCRIPTIVE LITERATURE: All bids must be accompanied by complete descriptive literature, specifications and other pertinent data necessary for their evaluation as required by Par. 11 of the instructions to bidders; otherwise, they will be subject to rejection.

BID EVALUATION: Bids are requested on the items as hereinafter specified or like items similar in design, function and performance. The State reserves the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as costs. Bidder are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract.

MAKE AND MODEL: Manufacturer'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.

SAMPLES: A SAMPLE OF EACH ITEM OFFERED IS REQUIRED WITH THE INVITATION FOR BIDS. SAMPLE(S) ARE TO BE IDENTIFIED AS TO BID NUMBER, ITEM NUMBER, MANUFACTURER, CATALOG OR MODEL NUMBER, AND BIDDER'S NAME. THESE SAMPLES ARE TO BE SUPPLIED AT NO EXPENSE TO THE STATE. BIDS THAT DO NOT COMPLY WITH THESE REQUIREMENTS MAY BE SUBJECT TO REJECTION. SAMPLE(S) ARE TO BE SENT WITH THE BID, OR UNDER SEPARATE COVER WITH THE BID NUMBER CLEARLY LABELED ON THE OUTSIDE OF PACKAGING TO THE SAME ADDRESS AS THE BID RESPOSNE. SAMPLES PROVIDED MUST BE THE ACTUAL PRODUCT BIDDER REFERENCED IN BID RESPONSE. SAMPLES FROM AWARDED BIDDER(S) WILL BE RETAINED AFTER AWARD OF CONTRACT. SAMPLES WILL BE RETURNED AT THE BIDDERS EXPENSE UPON REQUEST FOR RETURN. SAMPLES WILL PLAY A LARGE PART IN EVALUATION AND AWARD OF THIS CONTRACT.

PACKAGING: The contractor shall be responsible for any packaging, packing or protection required to insure undamaged delivery.

AWARD OF CONTRACT: In addition to the list below, consideration may be given to other factors such as proven performance of product offered, bidder's previous performance in contracts with the State/other users and information obtained from references.

AWARD OF CONTRACT: It is the general intent to award this contract to a single overall bidder on all items. The right is reserved, however, to make awards on the basis of individual items or groups of items, if such shall be considered by the State to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are also requested to offer their most favorable total lump sum price.

AWARD CRITERIA: As provided by Statute, award will be based on the lowest and best bid (s)(most advantageous to the State) as determined by consideration of:

- 1) Price
- 2) Quality of item offered
- 3) General reputation & performance capabilities of bidder
- 4) Suitability of items for intended use
- 5) Conformity with specifications herein
- 6) Conformity with terms & conditions of this Invitation for Bids
- 7) Delivery offered
- 8) Literature provided
- 9) Responses from references
- 10) Samples offered
- 11) Service offered

FURNISH AND DELIVER:

ITEM	QTY	UOM	DESCRIPTION	UNIT COST	TOTAL EXTENDED COST
1.	3500 Annual Estimate	Ea.	Highway Patrol Uniform Shirts, long sleeve, men's , to be in substantial compliance with the attached specifications. MFR. <u>Elbeco</u> MODEL <u>5920</u>	\$ <u>36.75</u>	\$ <u>128,625.00</u>
2.	500 Annual Estimate	Ea.	Highway Patrol Uniform Shirts, long sleeve, women's , to be in substantial compliance with the attached specifications. MFR. <u>Elbeco</u> MODEL <u>5922</u>	\$ <u>36.75</u>	\$ <u>18,375.00</u>

NET LUMP SUM PRICE FOR ITEMS 1. AND 2. - \$ 147,000.00

VENDORS ARE VERY STRONGLY URGED TO OFFER ONE PRICE FOR EACH LINE ITEM. THIS SHOULD BE POSSIBLE DUE TO US STATING THE SIZES THAT WE INTEND TO PURCHASE FOR EACH ITEM.

INITIAL ORDER

CLASS "A" UNIFORM SHIRT, LONG SLEEVE, POLY/WOOL, GREY, PER ATTACHED SPECIFICATIONS. SIZES AS FOLLOWS:

Men's Class A Shirts, Trooper: 14x30=6, 14.5x31=12, 14.5x32=6, 15x30=6, 15x31=12, 15x32=12, 15x33=18, 15x34=12, 15x35=12, 15x36=12, 15.5x31=12, 15.5x32=18, 15.5x33=24, 15.5x34=60, 15.5x35=24, 15.5x36=39, 16x32=18, 16x33=36, 16x34=60, 16x35=48, 16x36=18, 16x37=12, 16.5x32=36, 16.5x33=60, 16.5x34=120, 16.5x35=96, 16.5x36=48, 16.5x37=12, 17x32=12, 17x33=30, 17x34=60, 17x35=66, 17x36=60, 17x37=12, 17x38=6, 17.5x33=18, 17.5x34=57, 17.5x35=60, 17.5x36=48, 17.5x37=30, 18x34=18, 18x35=24, 18x36=48, 18x37=12, 18x38=3, 18.5x34=12, 18.5x35=18, 18.5x36=12, 18.5x37=12, 19x34=6, 19x35=6, 19x36=6, 19x37=6, 19.5x35=6, 19.5x36=6, 19.5x37=6, 20x35=6, 20x36=6, 20x37=6, (END MEN'S).

Women's Class A Shirts, Trooper: 30x32=9, 32x30=9, 32x31=9, 32x32=9, 34x30=9, 34x31=18, 34x32=12, 36x31=24, 36x32=9, 36x33=9, 38x30=9, 38x31=9, 38x32=9, 40x32=9, 42x31=12, 44x31=18, 48x31=12, 48x32=12, 48x33=9, 48x34=6 (END WOMEN'S)

PROVIDE THE FOLLOWING INFORMATION:

Name and Location of Garment Manufacturer: Elbeco Kershaw, Pa

Name and location of Manufacturer of Greig Goods (Brokerage company name not acceptable): Burlington ITC Greensboro NC

Name and Location of Finisher: Burlington ITC Greensboro, NC

NOTE: It will be the responsibility of each bidder to request a firm delivery schedule, complete fabric specifications and a fabric swatch from the mill providing the fabric you are offering in the shirts being bid. This information is to be sent directly from the mill (or mill representative) to the attention of Carol Amerson by bid opening (note addresses on page two of bid).

DELIVERY: The successful bidder(s) will complete delivery within 6 weeks, after receipt of order, unless stated otherwise here: 90-120 Days. The State reserves the right to consider the delivery time offered as an important factor in the award of this contract.

REFERENCES: List below references where proposed shirts have been supplied.

SITE OF SHIPMENT CONTACT PERSON TELEPHONE #
Elbeco Inc Kershaw, Pa Missi Miller 800-468-4654
AT 1917

RANGE OF SIZES: All garments must be available in range of sizes as indicated herein. Indicate ability to comply with this requirement: yes no. If unable to comply, provide attachment for range of sizes available in proposed garments. Failure to provide adequate range of sizes may be cause for rejection of bid.

SERVICE: The State reserves the right to satisfy itself by inquiry or otherwise as to bidder's capabilities to meet service requirements, if needed.

The State reserves the right to consider the response below, in the award of this contract. Do you agree to provide service during the warranty period? yes Yes/No.

List below firms (nearest location to user) from which service for the shirt contract will be available:

FIRM LOCATION PHONE

- (1) Charlotte, NC 704-395-0660
- (2) _____
- (3) _____

**SPECIFICATIONS FOR
NORTH CAROLINA HIGHWAY PATROL
CLASS A UNIFORM SHIRT**

FABRIC:

Weave: Tropical

Weight: 8.0-8.5 oz./ Linear yard

Fiber Content: 55% Dacron Polyester
45% Wool Worsted

Ply of Yarn 2-Ply Warp and Filling

Breaking Strength: 100 Pounds in the Warp
80 Pounds in the Filling

Construction: 60 ends per inch
50 picks per inch

Fiber Length: Wool: 3 - 3.5 inches average minimum
Polyester: 3 inches minimum

Dye Procedure: Piece Dyed

**Raeferd Pro Blend:
Style 571** Piece dyed and preshrunk. Maximum shrinkage 2.5% either direction. Material to be all spun yarn construction.

COLOR: **Silver Gray Shirting** Raeferd shade number 12341

STYLE: Plain front coat style, of one color, form fitting, collar attached, long sleeves with barrel cuffs. Two pleated breast pockets with mitred flaps. Shoulder straps. Full badge and nameplate reinforcement with round embroidered eyelets.
(Eyelets to be reinforced then opened) Matching inside yoke and collar band of high luster gray Poly-Twill.

COLLAR & STAND: Collar points to measure 3-1/16" long with fused-in Mylar stays. Stays shall be fused to under side of collar interlining, not to collar. Collar interlining to be #250 Dacron. Collar (top or underside) itself shall have no fusing of outer shell fabric to collar interlining. Stay shall be 3" long by 3/8" wide. Collar height at rear 1-1/2". Collar shall be double needle stitched. Collar stand to measure 1-5/16" at rear. Collar band to be die cut and interlined (both material and lining). Collar band to be interlined with permanent silicone process.

FRONT: The left front shall have a top center 1-1/2" wide with four rows of stitches 7/8" apart. The shirt will have 7 buttons and buttonholes on the front, spacing between each will be 3-3/4" except the spacing between the neck button and the first button on the front which will be 3-1/2". Top center interlined with #250 Dacron. The fronts shall be joined to the yoke so that both raw edges of the yoke are turned under with the front sandwiched between, then all three are stitched down with two rows of stitching. Safety stitch joining is unacceptable.

SHOULDER
STRAPS:

Asymmetrical shape double needle topstitched. To be set on yoke with leading topstitch conforming with front joining seam. To measure 2" at sleeve tapering to 1-3/8" and set not more than 1/2" from folded collar. Shoulder straps to be of two-ply self-material with #250 dacron interlining and shall be cross and box stitched 2" from sleeve seam. Creased and edge stitched shoulder strap construction unacceptable.

MIC TAB:

An additional button shall be provided on each shoulder, under the shoulder strap on a centerline with the shoulder strap button and one inch in from the button towards the shoulder/arm opening, to facilitate the attachment of the microphone tab to the shirt. The Mic Tab shall be 2 1/8 inches wide, and 4 inches in length square on the bottom end and triangular at the top. A button hole (reinforced and opened) shall be located at the top, centered and 1/2 inch down from the point. The Tab shall be constructed of the same shirting material as the shirt and lined with #250 dacron interlining in the same manner as the shoulder straps. An attachment point for the microphone shall be constructed by sewing a band 1 1/2 inch wide and 1 inch tall across the bottom of the tab (finished on all four sides, and bar tacked on the left and right side). Bottom of the band to be 1/2 inch from the bottom of the tab.

BADGE
REINFORCEMENT:

Two-ply sling 1" wide centered over left pocket and stitched to shoulder seam and flap setting seam. Sling to have two round embroidered eyelets (punched) approximately 1" from top of pocket flap spaced 1-1/4" apart and centered on sling.

NAMEPLATE:

Reinforcement of shirt material behind right front chest to be held in place with a rectangular stitch 2" wide by 1/2" deep with two round embroidered eyelets spaced 1-3/8" apart and centered 1/2" above the right flap.

POCKETS:

Male:

Two breast pockets set on shirt front with double needle stitch with 1-1/2" stitched pleats and mitered corners at bottom. Pocket to measure 5-5/8" wide by 6" deep. Left breast pockets to have 1-1/2" pencil stitch. Button sewn onto pocket to align with vertical buttonhole on flap.

Female:

Two breast pockets set on shirt front with double needle stitch with 1-1/4" stitched pleats and mitered corners at bottom. Pocket to measure 5" wide by 5" deep. Left breast pockets to have 1-1/4" pencil stitch. Button sewn onto pocket to align with vertical buttonhole on flap.

FLAP:

Male:

Mitered design to measure 5-7/8" across and 2-1/2" in depth at center, 1-7/8" at sides' double needle topstitched. Secured to shirt front approximately 1/4" above pocket. Left flap to have invisible pencil opening 1-1/2" wide to correspond with pencil stitch on pocket. Double-stitch must extend entire width of pocket flap across pencil opening. Both flaps to be interlined with #250 Dacron. Creased and edge stitched pocket flaps construction unacceptable. No fusing or gluing used in the pocket flap construction. The #250 Dacron interlining must be free flowing in the flap area.

Female:

Mitered design to measure 5-1/4" across and 2-1/8" in depth at center, 1-1/2" at sides double needle topstitched. Secured to shirt front approximately 1/4" above pocket. Left flap to have invisible pencil opening 1-1/4" wide to correspond with pencil stitch on pocket. Double-stitch must extend entire width of pocket flap--across pencil opening. Both flaps to be interlined with #250 Dacron. Creased and edge stitched pocket flaps construction unacceptable. No fusing or gluing used in the pocket flap construction. The #250 Dacron interlining must be free flowing in the flap area.

- SLEEVES:** Straight at width - no bias - of one piece shaped at head, jacket type. Sleeve vent 5-1/2" long with top and bottom facings. Top facing to measure 1-1/8" wide, point blocked at top. Underfacing 1/2" wide.
- CUFFS:** To measure 3" in depth with rounded corners double needle topstitched at bottom edge. Two buttons and corresponding buttonholes on each cuff and one button and buttonhole in center of facing. Both cuffs to be interlined with #250 Dacron. Interlining must not be fused.
- BUTTONS:** Shall be first grade: gray pearlescent melamine, four holes, matching shell fabric.
- STITCHING:** All topstitching, except side seems, to be double needle including collar, shoulder straps, pockets and flaps, placket front, cuffs, yoke, shoulder joining seam, sleeve insertion (side seams through sleeves). Side seems to be single needle stitching to facilitate tailoring. All shirt stitching to be not less than twelve (12) to fourteen (14) stitches per inch.
- SEAMS:** All seams around sleeve head, down sides through sleeves will be double needle stitched. Side seems to be single needle.
- THREAD:** All sewing threads to be color fast polyester core polyester wrap to match shirt material. All thread must be pre-shrunk to prevent puckering & rippling.
- INTERLINING:** Collars, pocket flaps, cuffs and top center placket to be interlined with #250 Dacron in color gray. No interlining shall be fused to shirt fabric. Collar band and lining to be interlined with "Crease-N-Tack" or equivalent.
- CONSTRUCTION:** Collar and flap are made by the conventional construction. Top ply, bottom ply and interlining are first stitched together, then turned right-side out, and finally topstitched.

Finished Dimensions:	<u>Neck Size</u>	<u>Chest</u>	<u>Waist</u>	<u>Back Yoke Width</u>	<u>Back Length</u>	<u>Side Seams</u>
Male	13	36	32	14-1/4	30-3/4	17-1/2
	13.5	38	34	15	31	17-5/8
	14	40	36	15-3/4	31-1/4	17-3/4
	14.5	42	38	16-1/2	31-1/2	17-7/8
	15	44	40	17-1/4	31-3/4	18
	15.5	46	42	18	32	18-1/8
	16	48	44	18-3/4	32-1/4	18-1/4
	16.5	50	46	19-1/2	32-1/2	18-3/8
	17	52	48	20-1/4	32-3/4	18-1/2
	17.5	54	50	21	37	22-5/8
	18	56	52	21-3/4	37-1/4	22-3/4
	18.5	58	54	22-1/2	37-1/2	22-7/8
	19	60	56	23-1/4	37-3/4	23
	19.5	62	58	24	38	23-1/8
	20	64	60	24-3/4	38-1/4	23-1/4

(Long sleeve lengths to finish 1/2" over marked size and must be available through 38".)

Finished Dimensions:	<u>Bust Size</u>	<u>Chest Size</u>	<u>Waist</u>	<u>Hips</u>	<u>Back Length</u>	<u>Dress Collar</u>	<u>Yoke</u>
Female	30	36	31	36	29	12-3/8	14-3/4
	32	38	33	38	29	12-7/8	15-1/8
	34	40	35	40	29	13-3/8	15-1/2
	36	42	37	42	29	13-7/8	15-7/8
	38	44	39	44	29	14-3/8	16-1/4
	40	46	41	46	29	14-7/8	16-5/8
	42	48	43	48	29	15-3/8	17
	44	50	45	50	29	15-7/8	17-3/8
	46	52	47	52	29	16-3/8	17-3/4
	48	54	49	54	29	16-7/8	18-1/8
	50	56	51	56	29	17-3/8	18-3/4

(Long sleeve lengths to finish 1/2" over marked size and must be available through 33".)

STOCK SIZES: Shirts must be available in the following sizes:

Male:

Sleeve lengths: 30-38 inches

Neck sizes: 14-1/2 to 18-1/2, 19, 20, 21, 22

Female:

Sleeve lengths: 30-34 inches

Bust sizes: 30-50 inches

The NCSHP reserves the right to request sizes above or below the sizes outlined above, at the needs of the Patrol. In the event that a size outside of the "Stock Sizes" indicated above is requested, NCSHP agrees to order a Minimum of 18 of that size(s).

EMBLEMS:

All emblems will be furnished by the using agency to the successful bidder. The N. C. State Highway Patrol twill embroidered emblems are to be attached to each sleeve of the uniform shirt. These emblems are to be centered on each sleeve under the shoulder strap one & one-half (1-1/2) inches below the head seam of each sleeve.

The Telecommunicator emblem is to be attached directly over & cover the Badge eyelets. Embroidered emblem is to be centered over the left breast pocket three-fourth (3/4") inches above the top of the pocket flap.

No sleeve emblems are to be attached to the Telecommunicator shirts.

The cost of all emblem installation shall be included in the bid price.

SIZES:

Schedule of sizes to be furnished by using agency.

WORKMANSHIP:

All components of the shirt shall be free of runs, loose threads, raw edges, faulty stitching, loose buttons, uneven creases, wrong sleeve lengths, color defects, uneven collar points, etc. They must be well finished, neatly packed and free of any defects which may affect appearance or serviceability. All stitching to be of the best quality vat dyed thread. All stitching shall be of the proper tension and size so as to avoid puckering after the shirt has been laundered or dry-cleaned, and to give best durable press performance.

LABELS & PACKING:

Shirts must bear manufacturer's standard label. They shall be packed three (3) shirts per box in strong cardboard boxes so as to not be damaged in shipment. These boxes must be labeled with name of contents, type, color, neck size, sleeve length, quantity and manufacturer's name and/or trademark and address. Boxes may be combined and shipped in bulk (cases); where possible, one size only to the shipping case.

Purchase Order number or E-procurement number must be shown on outside of each case. Packing slip must be for each shipment shall be included outside of one case showing quantity & sizes of each shipment. Cases must also indicate name of contents, amount contained, name of contractor & name of receiving party as shown on face of Purchase Order or E-Procurement.

Each shirt shall also have an identification label attached & centered on the inside of the yoke & stitched at least on two (2) edges using eight (8) to ten (10) stitches per inch. Sizes of each shirt shall be on the label, or on a separate sizing label permanently attached to the main label. The label shall contain the manufacturer's name and/or trademark. Label shall conform to Federal Trade Commission Regulations for care, cleaning, etc., of textile wearing apparel.

Each shirt shall be labeled, ticketed or invoiced for fiber content per Rule & Regulations under the Textile Fiber Products Identification Act.

The finished shirts shall be clean, with all thread ends trimmed loose threads removed. The entire shirt shall be carefully pressed by hand, collars flat, buttoned, and sleeve in a military style press and neatly folded in accordance with good commercial practice.

FULL COUNT:

Full count delivery must be made in all sizes specified, with no obligation on the purchaser to accept overruns.

INSPECTION:

The North Carolina State Highway Patrol reserves the right to perform further inspections & tests, after delivery, to determine compliance with specifications. These tests will be conducted at no expense to the Highway Patrol & are to assure that supplies & services will conform to prescribed requirements.

DELIVERY & PAYMENT:

Delivery to be prepaid to designated agency. Delivery & payment for all Shirts furnished under this specification shall be in accordance with the terms & conditions of the Invitation for Bids. The contractor shall be responsible for any packaging, packing, or protection required to insure delivery in an undamaged condition. **First shipment to be delivered in 120 days or less, all subsequent deliveries to be done in 90 days or less.**

DELIVERY ADDRESS:

N. C. State Highway Patrol
1300 Blue Ridge Road
Raleigh, NC 27607
Attn: Uniform Warehouse Manager

BIDDER: CAROLINA Uniforms & Equip., Inc

WARRANTY:

The contractor warrants to the owner that all shirts furnished under this specification will be of one grade "first" cut on a "form-fitting" line, of good material and workmanship & agrees to replace promptly any shirt or shirts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of twelve (12) months from date of issuance. Such replacement shall be free of any charges to the owner or his representative.

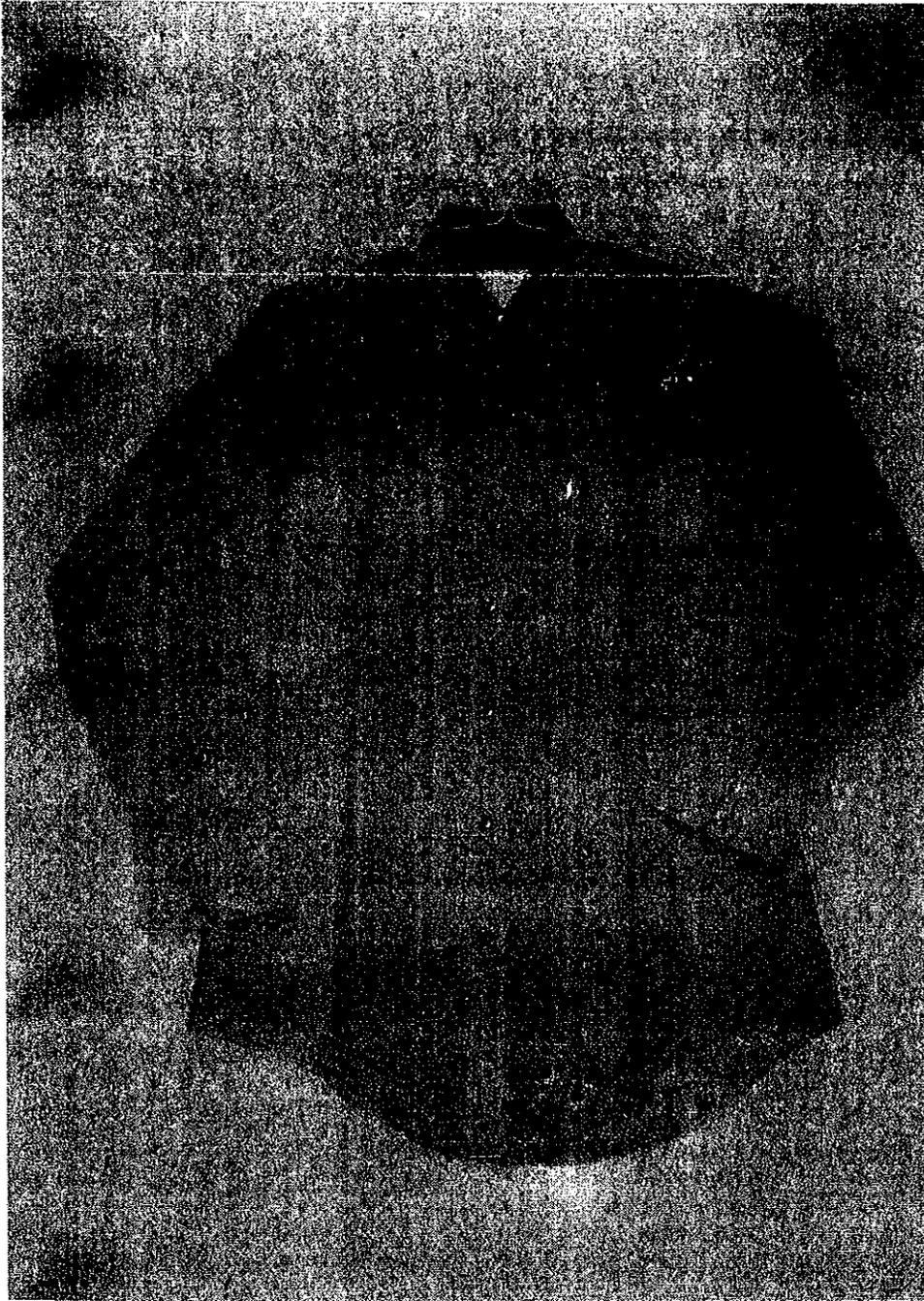
To certify compliance, manufacturers may attach a cloth label to each garment bearing that statement:
"This garment is guaranteed to conform to State of N.C. specification 8405-US-P." This statement may be printed on the manufacturer's label.

GENERAL REQUIREMENTS

1. All garment details not specifically described herein, tailoring, styling, construction, materials, and components must match the standard reference sample.
2. **Samples may be subjected to laboratory testing at the discretion of the State (contracting officer). Bidders are responsible for all testing costs of their sample garments.**
3. **Garments will have a warranty covering (at minimum) defects in materials and workmanship for one (1) year.**
4. The apparent "Silence of Any Specification" and/or any supplemental specification as to any details or omissions from it/them of any detailed descriptions, 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 these specifications shall be made on the basis of this statement.

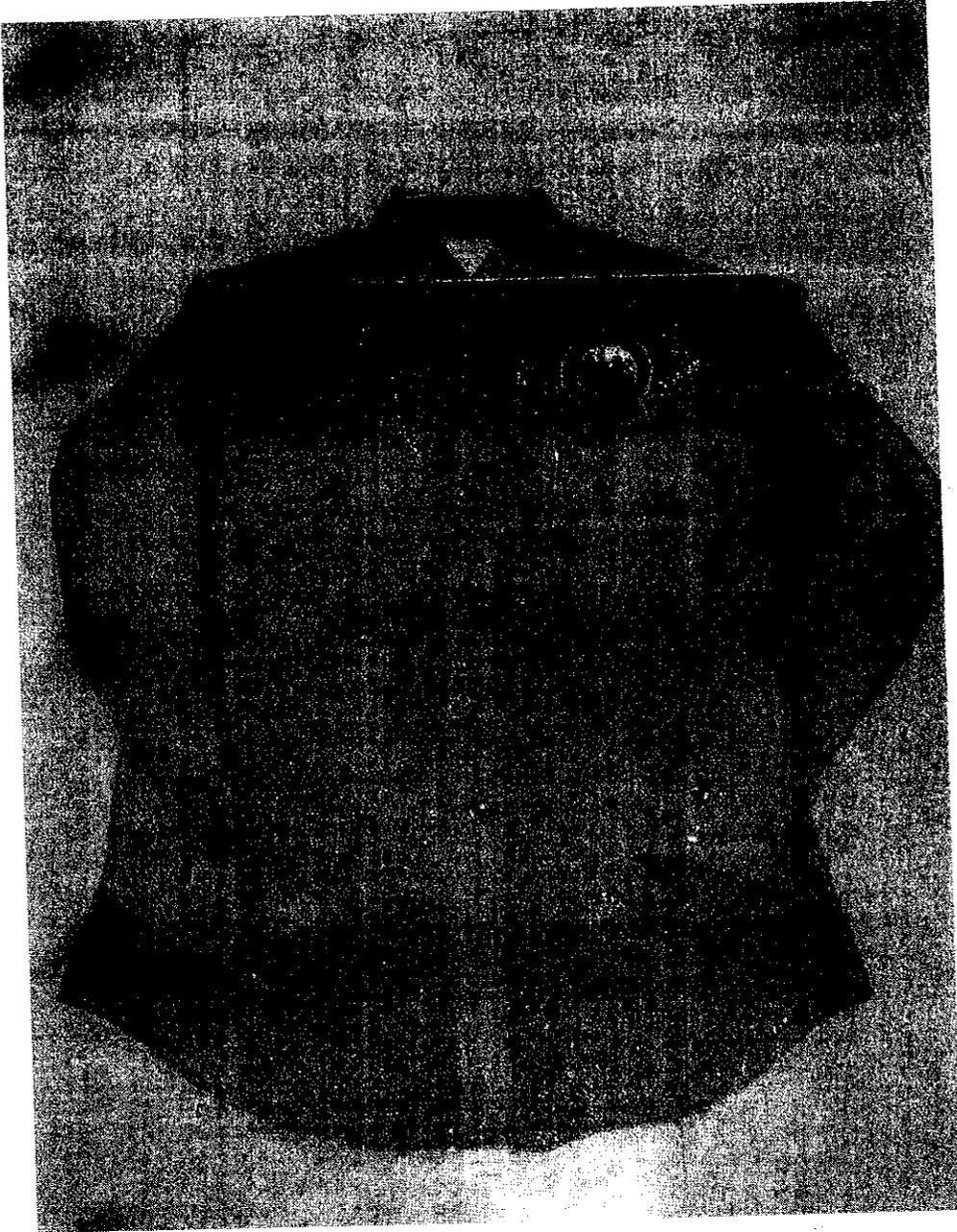
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BIDDER: Carolina Uniforms + Equip., Inc

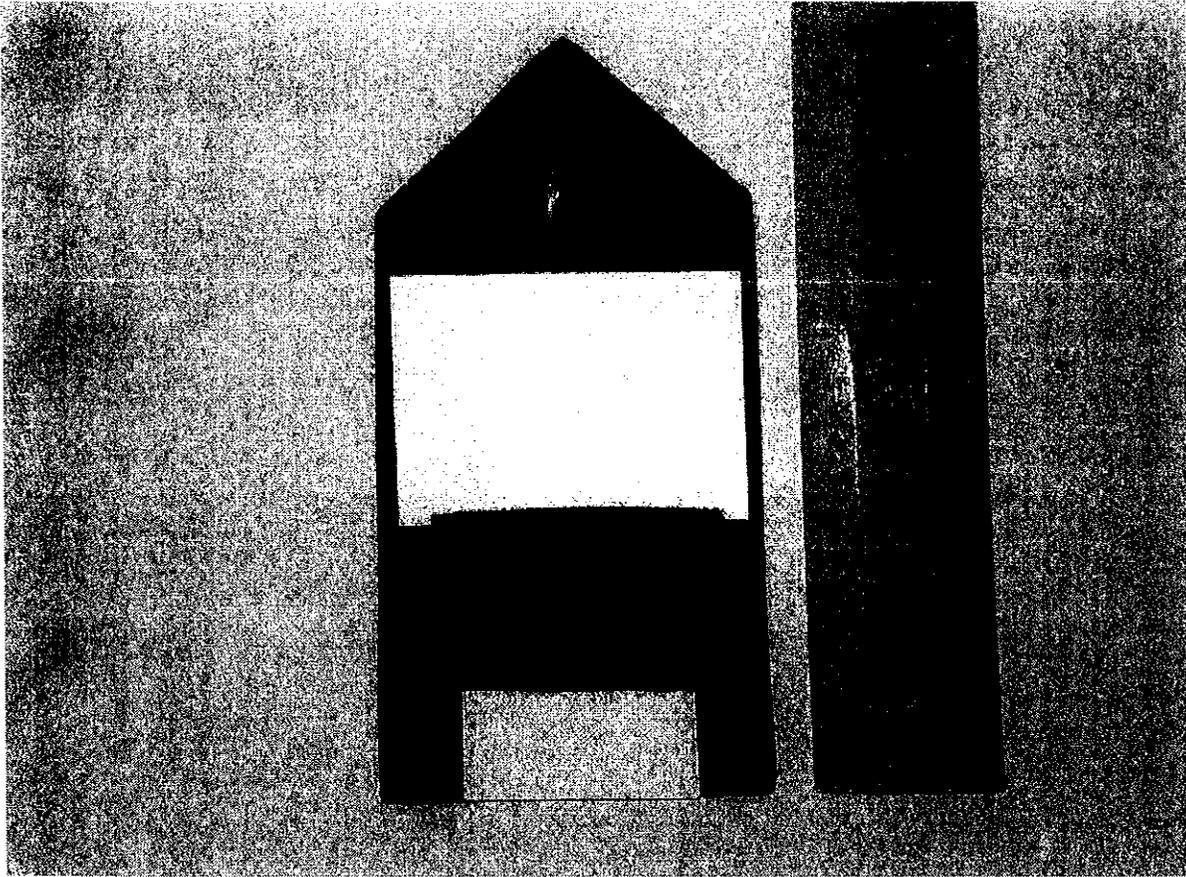


Male Trooper Shirt

BIDDER: Carolina Uniforms & Equip, Inc



Female Telecommunicator Shirt



Microphone Tab

RESELLERS REGISTRATION IN E-PROCUREMENT:

Contractors that authorize resellers (dealers, outlets, distributors, etc) to accept purchase orders through the EProcurement service are responsible for ensuring that the authorized resellers register in the E-Procurement system within two (2) business days of notification of award to the contractor. Refer to sections 19 and 20 of the North Carolina General Contract Terms and Conditions contained herein for more information.

CLARIFICATIONS AND QUESTIONS

Bidder is to notify purchaser in writing via email to bernell.bright@doa.nc.gov no later than: 4 State business days prior to 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 **will not** be addressed. Questions received 4 days prior to the bid opening date, the State if deemed necessary, will prepare written responses to all written questions via addenda and will be posted to the Interactive Purchasing System (IPS- <http://www.doa.state.nc.us/pandc>, click IPS bids, search by bid number). 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.

INSTRUCTIONS TO BIDDERS

INTERNET ADDRESS – <http://www.pandc.nc.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.

Carolina Uniforms & Equip Inc.**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. After the foregoing evaluation, the bids will be reviewed to determine if there are any North Carolina resident bidders that submitted responsive bids and requested the price-matching preference pursuant to Executive Order #50 and G.S. § 143-59. If such bidders are found, the evaluators and/or purchaser will then determine whether any of the North Carolina resident bidders qualify for this preference and, if so, make the contract award pursuant to Paragraph 23 below.

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.pandc.nc.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.pandc.nc.gov/protests.pdf> for more information.)
- If a ground of a protest is based on a challenge to the qualification of a North Carolina resident bidder awarded a contract pursuant to Executive Order #50 (price-matching preference), the State Purchasing Officer or procurement officer may request the North Carolina resident bidder to produce documentation substantiating the North Carolina resident bidder's qualification for the subject preference. The State Purchasing Officer or procurement officer should request the supporting documentation within the 10-day period he or she has to make the decision on whether to deny or grant a protest meeting and the protest meeting should be scheduled after the anticipated receipt of the documents from the North Carolina resident bidder. Pursuant to Paragraph 23 below, the North Carolina resident bidder is required to produce to the State the requested documentation within five (5) business days of the State's request and failure to produce the documents by the end of that time period may result in the cancellation of the contract. Also note that any tax, financial, accounting or banking documents the North Carolina resident bidder submits to the State in connection with the resolution of a protest shall not be disclosed to the protester pursuant to G.S. §§ 132-1.1 and 105-259(b) and the State shall preserve the confidentiality of such documents.
- 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.

Carolina Waterworks & Equipment, Inc

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.
22. **CONFIDENTIALITY OF BIDS:** In submitting its bid, the bidder agrees not to discuss or otherwise reveal the contents of its bid to any source outside of the using or issuing agency, government or private, until after the award of the contract. All bidders are advised that they are not to have any communications with the using or issuing agency during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the contract), unless the State's purchaser contacts the bidder(s) for purposes of seeking clarification. A bidder shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other bidder to provide the advertised good, equipment, commodity, defects, errors and/or omissions in any other bidder's bid and/or prices at any time during the procurement process; and/or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this IFB. Bidders not in compliance with this provision may be disqualified, at the option of the State, from the contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
23. **EXECUTIVE ORDER #50-PRICE-MATCHING PREFERENCE:** Pursuant to North Carolina General Statute § 143-59 (G.S. § 143-59) and Executive Order No. 50 issued by Governor Perdue on February 17, 2010, entitled "Enhanced Purchasing Opportunities for North Carolina Businesses," a price-matching preference may be given to North Carolina resident bidders on contracts for the purchase of goods. This preference will allow a qualified North Carolina resident bidder to match the price of the lowest responsible nonresident bidder, if the North Carolina resident bidder's price is within five percent (5%) or \$10,000, whichever is less, of the non-resident bidder's price. G.S. § 143-59(c) (1) defines a "resident bidder" as a "bidder that has paid unemployment taxes or income taxes in this State and whose principal place of business is located in this State. G.S. § 143-59(c)(2) defines a nonresident bidder as a bidder that does not meet the definition in G.S. § 143-59(c)(1). G.S. § 143-59(c)(3) defines a "principal place of business" as the "principal place from which the trade or business of the bidder is directed or managed."

In order to qualify for this preference, a resident bidder must: (1) request the preference; and (2) complete "Resident Bidder's Certification for Price-Matching Preference under Executive Order #50" (hereinafter the "Certification") included at the end of this solicitation. The Certification may not be submitted after the public opening of the bids. By executing the Certification, the bidder agrees to provide any additional information or documentation requested by the State to confirm the above certifications and statements within five (5) business days of request (including tax filings, banking statements, financial and accounting statements reflecting Bidder's payment of the subject taxes and such other information regarding bidder's management or directors of its business or trade of its principal place of business).

The State will evaluate the bids in accordance with the award criteria stated in this IFB to determine the lowest responsible bidder. If the lowest responsible bidder is a North Carolina resident bidder, then there will be no consideration of the price-matching preference. If the lowest responsible bid was submitted by nonresident bidder and there are no North Carolina resident bidders that submitted a bid price that was within 5% or \$10,000 of the nonresident bidder's price, then none of the North Carolina resident bidders qualified for the price-matching preference and no review of the Resident Bidder's Certifications is required.

If the lowest responsible bid was submitted by nonresident bidder and there are one or more North Carolina resident bidders that submitted a bid price that was within 5% or \$10,000 of the nonresident bidder's price, then the evaluators shall review the Certification(s) of the resident bidder(s) to determine whether the resident bidders have certified compliance with G.S. § 143-59(c)(1), (3) and the information and documentation provided in or with the Certification supports the resident bidder(s) certifications. The evaluators may seek clarification of the certifications and/or information in a resident bidder's Certification and request documentation (including but not limited to income tax or unemployment tax returns, reports and/or filing (annual and/or quarterly); banking statements or financial/accounting statements reflecting bidder's payment of income taxes or unemployment taxes to the State of North Carolina and such other information regarding bidder's management or directors of its business or trade of its principal place of business.). If the resident bidder's Certification for the price-matching is challenged in a bid protest, the resident bidder shall provide the foregoing information and/or documents to the State within five (5) business days of receiving a request from the State for such information and/or documentation. Pursuant to G.S. §§ 132-1.1, 105-259(b) and Paragraph 17 of the Instructions to Bidders, the State is prohibited from making public disclosures of the bidder's tax information and documents (except if one of the 39 exceptions applies in G.S. § 105-259(b)) and the State shall preserve the confidentiality of the tax information and/or documents received in response to a request for clarification (or, as discussed below, to resolve a bid protest challenging resident bidder's qualification for the price-matching preference). In order to further preserve the confidentiality of bidder's tax information and documentation provided the State, the bidder shall comply with Paragraph 17 of the Instructions to Bidders and mark "CONFIDENTIAL" at the top and bottom of each page of the information and documentation. After review of the Certification(s) and any clarification, the evaluators shall include in their recommendation for award a finding that the North Carolina resident bidder(s) was or was not qualified for the price-matching preference.

If more than one North Carolina resident bidder qualified for the price-matching preference, then the evaluators, purchaser, or procurement specialist shall prioritize the qualified North Carolina resident bidders according to their original bid prices, from lowest to highest, so that qualified North Carolina resident bidder that submitted the lowest bid should get the first opportunity to match the bid price of the nonresident lowest responsible bidder. If the lowest responsible and qualified North Carolina resident bidder declines to accept contract award, then the contract should be offered to the next lowest qualified North Carolina resident bidder and to continue in this manner until either a qualified North Carolina resident bidder accepts to contract award or the award is made to nonresident bidder if no qualified North Carolina resident bidder accepted the award. If two responsible North Carolina

resident bidders qualify for the price-matching preference, both had the same bid price, then the evaluators, purchaser or procurement specialist may: (1) consider the information provided in these bidders' Certifications or publicly available information to determine which bidder the contract award would have a greater impact of stimulating or sustaining the North Carolina economy and/or is most likely to create or save jobs (e.g., if the choice is between a resident broker and a resident manufacturer of the subject goods, then the contract should be awarded to the resident manufacturer); (2) consider the unemployment rate in the municipality or county where each bidder's principal place of business is located; or (3) seek clarification from the bidders to ascertain the impact on their respective businesses if offered the award of the contract.

If the resident bidder requests and qualifies for the price-matching preference, the resident bidder will first be offered the contract award and it will have three (3) business days to accept or decline the award based on the lowest responsible nonresident bidder's price

If at any time during or after the procurement process (including but not limited to clarifications and resolution of bid protests), the State determines that: the certifications or information in the Certification were false, substantially inaccurate, materially misleading; or the Bidder failed to provide, within the specified time period, the information and documentation the State requested, then the State may:

- (1) Cancel the resident bidder's contract and/or purchase order that was awarded based on the price-matching preference and resident bidder shall be liable for all its cost it incurs as a result of the cancellation and all increased costs of the State may incur by awarding the contract to the next lowest bidder;
- (2) Bidder will not be entitled to any price-matching preference in any future State bidding opportunities;
- (3) Action may be taken against the contractor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties); and/or
- (4) Debar Bidder from doing business with the State of North Carolina for a period determined by the State Purchasing Officer and/or Board of Award.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONSINTERNET ADDRESS – <http://www.pandc.nc.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.

The contractor shall be in default, if its Certification submitted for a price-matching preference under Executive Order #50 and G.S. § 143-59 was false and/or contained materially misleading or inaccurate information, and/or contractor failed to provide information and documentation requested by the State to substantiate contractor's Certification.

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. The State may take action against the contractor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties).

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

*Carolina VanHous & Equip., Inc***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.

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.
- CANCELLATION (EXECUTIVE ORDER #50 CONTRACTS):** A contract awarded to a North Carolina resident bidder pursuant to Executive Order #50 and G.S. § 143-59 may be cancelled by the State, if the State determines that the Bidder's certification or information in Resident Bidder's Certification for Price-Matching Preference under Executive Order #50 is false, materially inaccurate or misleading. The contractor shall bear all losses and liability resulting from the cancellation of the contract and/or any purchase order and the contractor shall be liable for any additional costs the State may incur by contracting with another supplier of the goods or equipment.
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.
24. **By Executive Order 24**, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Office of the Governor and Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, and Transportation). This prohibition covers those vendors and contractors who:
- (1) have a contract with a governmental agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.



DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASE AND CONTRACT
IMPORTANT BID ADDENDUM

June 9, 2010

FAILURE TO RETURN THIS BID ADDENDUM IN ACCORDANCE WITH INSTRUCTIONS MAY SUBJECT YOUR BID TO REJECTION ON THE AFFECTED ITEM(S):

BID Number: 201000696
ADDENDUM Number: 02

COMMODITY: Highway Patrol Uniform Shirts
USING AGENCY: DEPARTMENT - Crime Control and Public Safety
OPENING DATE/TIME: June 14, 2010 @ 2:00

PURCHASER: Bernell Bright

INSTRUCTIONS:

- 1. Please make the following change(s) in the bid referenced above:
2. The bid opening date is hereby changed to June 28, 2010, @ 2p.m.
3. Check ONLY one of the following categories and return one properly executed copy of this addendum prior to bid opening time and date.

Empty checkbox

Bid has already been submitted. Changes resulting from this addendum are as follows:

Empty checkbox

Bid has already been submitted. NO CHANGES resulted from this addendum.

Checked checkbox

Bid has NOT been submitted and ANY CHANGES resulting from this addendum are included in our bid.

Execute Addendum:

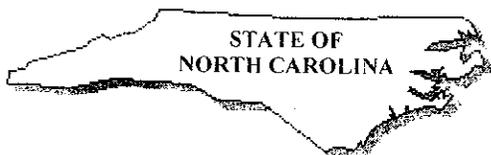
BIDDER: Carolina Uniforms + Equipment, Inc
ADDRESS (CITY & STATE): 2732 D Interstate ST Charlotte NC 28208
AUTHORIZED SIGNATURE: Glenn K Long DATE: 14 June 2010
NAME and TITLE (Print): Glenn K Long, President

Table with 2 columns: DELIVERED BY US POSTAL SERVICE (REGULAR/STANDARD MAIL ONLY) and DELIVERED BY ANY OTHER MEANS/SPECIAL DELIVERY/OVERNIGHT (BY ANY OTHER CARRIER). Includes fields for BID NO. and address.

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.





DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASE AND CONTRACT
IMPORTANT BID ADDENDUM

May 13, 2010

FAILURE TO RETURN THIS BID ADDENDUM IN ACCORDANCE WITH INSTRUCTIONS MAY SUBJECT YOUR BID TO REJECTION ON THE AFFECTED ITEM(S):

BID Number: 201000696
ADDENDUM Number: 01

COMMODITY: Highway Patrol Uniform Shirts
USING AGENCY: DEPARTMENT - Crime Control and Public Safety
OPENING DATE/TIME: May 25, 2010 @ 2:00

PURCHASER: Bernell Bright

INSTRUCTIONS:

1. Please make the following change(s) in the bid referenced above:
The bid opening date is hereby changed to June 14, 2010, @ 2pm.

2. Check ONLY one of the following categories and return one properly executed copy of this addendum prior to bid opening time and date.

- Bid has already been submitted. Changes resulting from this addendum are as follows:
Bid has already been submitted. NO CHANGES resulted from this addendum.
Bid has NOT been submitted and ANY CHANGES resulting from this addendum are included in our bid.

Execute Addendum:

BIDDER: Carolina Uniforms + Equipment, Inc
ADDRESS (CITY & STATE): 2732 D Interstate ST Charlotte, NC 28208
AUTHORIZED SIGNATURE: [Signature] DATE: 14, JUNE 2010
NAME and TITLE (Print): CLENN K LINDSEY President

Table with 2 columns: DELIVERED BY US POSTAL SERVICE (REGULAR/STANDARD MAIL ONLY) and DELIVERED BY ANY OTHER MEANS/SPECIAL DELIVERY/OVERNIGHT (BY ANY OTHER CARRIER). Includes fields for BID NO. and address information for both services.

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.

