

CITY OF WILMINGTON, NC

RE-BID INVITATION

BIDS ARE DUE:

MAY 29, 2026 - 3:00 PM

BID NAME:

WPD LEATHER GEAR UNIFORM ACCESSORIES

PROJECT NO.:

N/A

CONTRACT NO.:

S7-0426.2

SUBMIT BIDS TO:

PURCHASING DIVISION
P. O. BOX 1810 (28402)
929 NORTH FRONT ST., 10th Floor
WILMINGTON, N. C. 28401-1810
910-341-1069

BIDDER'S NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

LICENSE NUMBER: _____

ADVERTISEMENT FOR RE-BID
CITY OF WILMINGTON, NC
WPD Leather Gear Uniform Accessories
CONTRACT NUMBER: S7-0426.2

Pursuant to North Carolina General Statute 143-129, sealed bids addressed to Ellen McGowan, Buyer, P.O. Box 1810, 929 North Front Street, 10th Floor, Wilmington, NC 28402, and marked “WPD Leather Gear Uniform Accessories” will be received until 3:00 p.m., Friday, May 29, 2026 at which time they will be publicly opened and read at the Purchasing Division, 929 North Front Street, 1st Floor Lobby – Room 1, Wilmington, NC.

PROJECT DESCRIPTION: The scope of work consists of leather gear uniform accessories for the Wilmington police department.

All firms submitting bids for the proposed work must be registered with The NC Secretary of State.

MBE/WBE/HUB/DBE OBLIGATION:

The City and its contractor agree to ensure that MBE/WBE/HUB/DBE's have the maximum opportunity to participate in the performance of contract and subcontracts financed in whole or in part with City of Wilmington funds provided under this agreement. In this regard, bidders and contractors shall take all necessary and reasonable steps in accordance with N.C.G.S. § 143-128 to ensure that MBE/WBE/HUB/ DBE firms have the maximum opportunity to compete and perform under this bid, any change orders and any subsequent contract. The City of Wilmington and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and/or performance of this contract.

A complete copy of the City of Wilmington’s MBE/WBE policy is available for inspection at the Purchasing Manager’s Office.

Bid documents are available for review and /or pick up at the Office of the Purchasing Manager, 929 North Front Street, 10th Floor, Wilmington, NC. If you would like the bid documents emailed to you, you may request them by contacting Ellen McGowan by email, ellen.mcgowan@wilmingtonnc.gov, or by phone (910) 343-1069.

The City of Wilmington does not discriminate on the basis of race, sex, color, age, national origin, religion or disability in its employment opportunities, programs, services, or activities.

Bids shall remain open and valid for a period of ninety (90) days following the bid opening.

THE CITY OF WILMINGTON RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Daryle L. Parker
PurchasingManager
May 20, 2026

STATE OF NORTH CAROLINA COUNTY
OF NEW HANOVER

AFFIDAVIT AND CERTIFICATE OF
NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION

The undersigned, being first duly sworn, deposes and says:

1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of nolo contendere and similar pleas.
2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes; I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.
3. The bidder is not suspended or debarred from bidding by any federal or state governmental agency that is providing funds for this contract.
4. The bidder is not presently charged in an indictment or information with engaging in any conspiracy, combination, or other unlawful act in restraint of trade or any similar charges in any federal court or a court of this or any other state. The bidder, within one year immediately preceding the date of this affidavit, has not been convicted of charges or engaging in any conspiracy, combination, or other unlawful act in restraint of trade or similar charges in any federal court or a court of this or any other state.
5. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.
6. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.

This the _____ day of _____, 2026.

COMPANY NAME _____

BY: _____
(Owner, Partner, or Corporate President, Vice President or Assistant
Vice President only)

ATTEST:

(Secretary, Assistant Secretary, Cashier or Assistant
Cashier only)

(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that
(Name)

_____ personally came
(Name of Secretary, Assist. Sec., Cashier, Assist. Cashier)

before me this day and acknowledged that he (she) is _____
(Secretary, Assist. Sec.,
_____ of _____, a
Cashier, Assist. Cashier) (Name of Corporation)

corporation, and that by authority duly given and as the act of the corporation, the foregoing Affidavit was
signed in its name by its _____,
(President, Vice President, Assist. Vice President)

sealed with its corporate seal, and attest by himself (or herself) as its

(Secretary, Assist. Sec., Cashier, Assist. Cashier)

WITNESS my hand and official seal, this the _____ day of _____, 2026.

Notary Public My

Commission Expires: _____

(NOTARY SEAL)

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

AFFIDAVIT of COMPLIANCE
with N.C. E-VERIFY STATUTES

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of _____ (hereinafter he "Employer") after being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. _____ Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

_____ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep the City of Wilmington informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the _____ day of _____, 20_____.

Affiant

STATE OF NORTH
CAROLINA COUNTY OF _____

Sworn to and subscribed before me, this the _____ day of _____, 20_____.

Notary Public

[NOTARY SEAL]

My commission expires: _____

GENERAL SPECIFICATIONS
&
INSTRUCTIONS TO BIDDERS

Scope

It is the intent of this Invitation to obtain bids to provide leather gear uniform accessories for the Wilmington police department. as outlined in the Scope of Work. You are requested to submit your bid on the enclosed Bid Sheet and return the entire package to Ellen McGowan, Buyer, City of Wilmington, Post Office Box 1810, 929 North Front St., 10th Floor, Wilmington, North Carolina 28402-1810. Bids must be received no later than Friday, May 29, 2026 by 3:00 pm at which time they will be publicly opened and read at the Purchasing Division, 929 North Front Street, 1st Floor – Room 1, Wilmington, N.C.

Marking of Envelopes

Bids must be contained in a sealed envelope, plainly marked, showing the name, Invitation to Bid number, date, time (if time is specified) and the bidder's name. Any company submitting a "No Bid" in response to an Invitation to Bid should clearly mark the outside of the envelope.

Late Bids Will Not Be Considered

Bids received after the due date and time will not be considered.

Compliance with Specifications

Your bid must be in strict compliance with the specifications and offer the same services as requested in the Invitation to Bid. Items listed are WPD department standard and another name brand, make or model cannot be substituted for these items. Offers to provide other brands, makes or models for items will not be considered for award.

Warranty

In submitting a bid, the bidder warrants that all goods furnished shall be free from all defects and shall conform in all respects to the Technical Specifications established herein. Unless otherwise specified all items shall be guaranteed for a minimum of one (1) year against defects in material and workmanship. At any time during that period, if a defect should occur in any item, that item shall be repaired or replaced by the seller at no obligation to the buyer except where it can be shown that the defect was caused by misuse. The bidder expressly warrants that all items bid are fit and sufficient for their intended purpose. If the specifications contain a statement of the particular purpose for which the goods will be used, the goods offered by Bidder shall be fit for this purpose.

Shipping

All prices are to be quoted F.O.B. delivered, unless otherwise specified. Risk of loss and/or damage shall be upon the seller until such time as the goods have been physically delivered and accepted by the buyer.

Unit Prices to Prevail

Prices shall be submitted on per unit basis by line item. In the event of a disparity between the unit price and the extended price, the unit price shall prevail.

Price Corrections

All prices and notations shall be written in ink or typed. Changes or corrections made on the bid form must be made by striking through instead of using a liquid cover product and initialed by the individual signing the bid page. No corrections will be permitted once bids have been opened.

Withdrawal of Bids

Bids may be withdrawn at any time prior to the due date and time specified upon written or personal request of the bidder. No quote may be withdrawn for a period of thirty (30) days after the scheduled opening time (if the time is specified) and date. Negligence on the part of the bidder shall not constitute a right to withdraw the quote after the bids have been opened.

Time for Delivery

The time for delivery must be stated in calendar days on the Proposal Sheet and may be a factor in making awards, price notwithstanding.

Point of Delivery

The point of delivery shall be specified on the Purchase Order.

Rejection of Bids

The City reserves the right to reject any and all bids.

Award

Award shall be made to the lowest responsible bidder taking into consideration quality, performance and time specified in the bid for the performance of the contract. Firms must be registered with the North Carolina Secretary of State or hold a Certificate of Authority to do business in the State of North Carolina.

If the business operates under an assumed name, what is the assumed name? Has a certificate of assumed name been filed in the New Hanover County Registry? _____

If so, please provide the recording information. Deed Book _____ at Page _____.

The City of Wilmington shall not be responsible for any oral instructions made by its employees or officers of the City in regards to the bidding instructions, drawings, specifications or contract documents.

Brochures and Literature

Your proposal should be accompanied by descriptive literature marked indicating the exact item(s) bid upon. The term "as specified" will not be acceptable.

Responsibility of Compliance with Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this invitation.

Taxes

The City of Wilmington is exempt from and will not pay federal taxes. An exemption certificate will be furnished upon request. North Carolina and local sales tax shall be shown as a separate item. Sales tax will not be a consideration in the award.

Terms and Conditions

Payment will be made by the City of Wilmington within 30 days after receipt of an approved invoice. **Terms and Conditions attached to the bid by the bidder may render the bid non-responsive and may be rejected by the City of Wilmington.**

Terms and Conditions included herein are an integral part of the contract document and shall prevail unless changes or attachments are agreed to in writing by the City of Wilmington prior to the due date and time of the opening of the Bids.

Validity of Bids

Bids shall remain open and valid for a period of ninety (90) days from the due date specified in the Invitation to Bid.

CONTRACT FOR GOODS

THIS CONTRACT, (hereinafter the "Contract") is made and entered into on the date executed by all parties by and between the City of Wilmington, a North Carolina municipal corporation, hereinafter referred to as the "CITY" and _____ hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

1. Purpose of Contract

(a) The CITY hereby agrees to purchase the goods listed below from the CONTRACTOR and CONTRACTOR agrees to provide the items to the CITY in accordance with the provisions of this contract.

(b) Contract Documents. This Contract for WPD Leather Gear Uniform Accessories consists of the following contract documents, all of which are by this reference incorporated herein and made a part of this contract. The parties agree that only the terms and conditions outlined in this Agreement, not those described or referenced by any of the following contract documents, shall apply unless explicitly stated otherwise in the body of this Agreement:

- (i) [Company] ITB dated _____.
- (ii) [Company] Warranty if applicable.

(c) During the period of this contract, the CONTRACTOR and the CITY may negotiate and agree in writing to provide additional equipment and or services not herein described, but that are commonly provided by high quality professional vendors, and which may enhance the process and improve results.

2. Scope of Services

(a) CONTRACTOR shall supply the CITY with leather gear accessories for the Wilmington police department.

(b) CONTRACTOR will process, label and deliver orders so that the identity of the end user is easily ascertained at delivery.

(c) CONTRACTOR agrees unconditionally to furnish all of the products and services during the stated period or to arrange for the delivery of the products and services from other suppliers to the CITY in accordance with the prices, terms and conditions of this agreement.

3. Quantities and Price

(a) The estimated annual requirements for each item are stated in the proposal pages. The CITY makes no guarantee that the quantities stated will be ordered. Purchases shall be made by the CITY on an "as needed" basis as shall be necessary for outfitting new personnel and for replacing items subject to normal wear and tear. These purchases shall be made throughout the period of the contract. To the extent practical, the CITY will try to group as many orders as possible for the convenience of the CONTRACTOR. Delivery shall be in such quantities and at such times as designated by the Police Property Supervisor.

(b) The items referred to in section 2 above will be supplied to CITY by CONTRACTOR for the period of this agreement as set forth in Section 5 below at the following estimated annual price:

_____, (\$_____).

(c) Price adjustments, both increases and decreases, may be made to the unit prices herein based on changes in the cost of operation. Requests for adjustments may be made by either party and must be presented to the other party for review prior to February 1st each year. Requests for an adjustment must be presented to the other party in writing. If a price revision is approved, an amendment will be issued and would begin on July 1st.

4. Contractor Submissions and Payment

(a) The CONTRACTOR shall submit invoices corresponding to the City with sufficient details to enable a review and assure compliance with the terms and conditions of this contract.

(b) Payments shall be made by the CITY within 30 days after receipt of an approved invoice.

5. Term of Contract

(a) The term of this contract shall extend from July 1, 2026 through June 30, 2029.

(b) In the event that any work, service, object, or value, contemplated within the Scope of Work of the Agreement, was provided by the CONTRACTOR to the CITY and with the CITY's consent, prior to the execution of this Agreement, then the terms of this Agreement shall also govern all aspects of provision of that work, service, object, or value, unless such provision was governed by a previously written, valid, and executed Agreement between the Parties.

6. City Obligations

CITY CONTACTS: the individuals listed below have been designated as the Officials responsible for communicating with the CONTRACTOR for the purpose of contract administration, including but not limited to: conducting inspections during installation, arranging for a mutually agreeable work schedule, ordering any special goods or services, reviewing and approving invoices, reporting and resolving problems, etc. During the period of performance, these officials and/or their designees will make themselves available to the CONTRACTOR via business/cell phones and email.

Rick Waters, Quartermaster - WPD
City of Wilmington
P.O. Box 1810
Wilmington, NC 28402-1810

_____ shall be the CONTRACTOR's representative for this Agreement. Any notice required to the CONTRACTOR under this Agreement shall be sufficient if mailed to the CONTRACTOR by certified mail as indicated below:

Company

7. Warranties

CONTRACTOR warrants that the specifications of the above named and described supplies or equipment are as set forth by CONTRACTOR and that said supplies or equipment will in all ways comply with the minimum requirements contained in the Request for Quotation, general terms and conditions, technical specifications, and proposal sheet incorporated as part of this contract. CONTRACTOR hereby covenants and warrants that the supplies or equipment delivered hereunder shall be free from patent and latent defects, which the CITY and its Purchasing Manager are not in any manner bound, by inspection or otherwise, to discover. The intent and meaning of this section is to place upon CONTRACTOR the sole and exclusive responsibility for delivering the supplies or equipment in accordance with the specifications, schedules and approved plans.

8. Disputes

Except as otherwise provided in this contract, any dispute concerning a fact arising under this contract which is not disposed of shall be decided after hearing by the Purchasing Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. The decision of the City Manager shall be final and binding.

9. Increases or Reductions of Quantities

The unit prices shall not vary, notwithstanding any increase or reduction in the quantities to be delivered hereunder; and no claims for damages shall be made by or allowed to the CONTRACTOR by reason or such increase or reduction.

10. Inspection

CITY shall receive and shall inventory and inspect the supplies or equipment delivered. CITY shall determine whether the quality of said supplies or equipment is in accordance with the specifications as referenced herein. CITY is authorized to reject supplies or equipment in contravention of this contract and of the said specifications; and CONTRACTOR, at his own cost and expense, shall remove such rejected supplies or equipment upon direction of the CITY.

11. Delivery

The CONTRACTOR shall deliver the supplies or equipment called for as set forth in the contract and within the delivery time specified on the order or written request, which delivery time shall be in accordance with the terms of the Invitation to Bid.

If CONTRACTOR is delayed in delivering any supplies or equipment by any act or omission of the CITY, CONTRACTOR shall be allowed the number of days, or parts thereof, he was so delayed, all of which shall be determined and certified in writing by the Purchasing Manager of CITY, whose certificate shall be binding and conclusive upon CONTRACTOR. No claim for damages or delay shall be made by or allowed to CONTRACTOR for such delays.

When delivery is delayed due to causes beyond the control of CONTRACTOR, CONTRACTOR shall be allowed the number of days, or parts thereof, he was so delayed, provided he promptly notifies the City Manager of the CITY in writing of the causes for delay. The City Manager shall ascertain and determine the facts and extent of delay, which determination shall be binding and conclusive upon the CONTRACTOR. Should such delays inconvenience the CITY by creating an emergency and, thus, necessitate the purchase elsewhere of the supplies or equipment involved, the City Manager of the CITY shall have the right to effect such purchases in the open market without liability to the CONTRACTOR; and to the extent such purchases are made, the CONTRACTOR will be relieved of the necessity of furnishing such quantities. In the event CITY exercises the right to effect such purchases, CONTRACTOR shall have no claim for damages against the CITY due to CITY'S failure to purchase the delayed materials from CONTRACTOR.

The City Manager may refuse an extension of time to CONTRACTOR, unless CONTRACTOR makes application therefor to him in writing prior to the delivery due date. Whenever City Manager, in his discretion, shall extend the delivery time and such extension shall fall beyond the contract period, such contract period shall be deemed to have been automatically extended for the purpose of completing delivery of such items on which request for delivery was made before the original expiration date.

The delivery and acceptance of any supplies after the time fixed to deliver the same shall not be deemed a waiver for the right of the CITY to terminate this contract or to require the delivery of any undelivered supplies in accordance with this contract.

12. Release and Indemnity

To the fullest extent permitted by law, CONTRACTOR shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by, directly or indirectly, the performance or nonperformance by CONTRACTOR (or by any person acting for CONTRACTOR or for whom CONTRACTOR is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of CONTRACTOR, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the CITY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the CITY, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the CITY, its agents, officials or employees. CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONTRACTOR, shall in no way limit CONTRACTOR's responsibility to release, indemnify, keep and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. § 22B-1.

13. Personnel

It is mutually agreed that the CONTRACTOR is an independent contractor and not an agent of the CITY, and as such the CONTRACTOR shall not be entitled to any CITY employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

14. Conflict of Interest

No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this contract.

15. Non-Waiver of Rights

It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract.

16. Suspension or Termination of Contract

(a) In the event that review of the CONTRACTOR'S performance shows non-conformance to the work required by this contract, the Scope of Services or other terms or conditions contained herein as a result of the CONTRACTOR'S errors, omissions or negligent acts, the CONTRACTOR shall be in breach of this contract and the CITY may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.

(b) The CITY shall also have the right to suspend this contract upon written notice to the CONTRACTOR. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the CONTRACTOR shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the CITY. If, in the opinion of the CITY, the CONTRACTOR remains in violation of this contract at the completion of the ten (10) day suspension period, the CITY shall have the right to terminate this contract whereupon all obligations of the CITY to the CONTRACTOR shall cease.

(c) In the event this project is terminated prior to completion of the services by the CONTRACTOR, the CONTRACTOR shall be paid for services performed to the date of termination. (CONTRACTOR shall be paid for all reimbursable expenses, without markup, which are due him.)

(d) The CITY and the CONTRACTOR shall have the right to terminate this contract without cause upon 30 days' notice to the other party.

(e) Nothing contained herein shall prevent the CITY from pursuing any other remedy, which it may have against CONTRACTOR including claims for damages.

17. Assignment of Agreement

It is mutually agreed by the parties hereto that this contract is not transferable by either party without the written consent of the other party to this contract.

18. Insurance Requirements

Before commencing any work, the CONTRACTOR shall procure insurance in the CONTRACTOR'S name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

(a) COMMERCIAL GENERAL LIABILITY

(1) CONTRACTOR shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000.00 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

(2) CGL insurance shall be written on Insurance Services Office (ISO) “occurrence” form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(3) The City of Wilmington, its officers, officials, agents, and employees are to be covered as additional insureds during and until completion of the work, under the CGL by endorsement CG 20 10 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the CONTRACTOR; premises owned, leased or used by the CONTRACTOR; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to the City of Wilmington, its officers, officials, agents, and employees. Additional insured status for both ongoing and completed operations, in favor of City of Wilmington, its officers, officials, agents and employees, will be carried by Subcontractor performing installation.

(4) There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured’s work, when those exposures exist.

(5) The CONTRACTOR’S Commercial General Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR’S insurance.

(6) The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, agents and employees for losses arising from work performed by the CONTRACTOR for the City of Wilmington.

(b) WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY

(1) CONTRACTOR shall maintain Workers’ Compensation as required by the general statutes of the State of North Carolina and Employer’s Liability Insurance.

(2) The Employer’s Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.

(3) The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, and employees for losses arising from work performed by the CONTRACTOR for the City of Wilmington.

(c) BUSINESS AUTO LIABILITY

(1) CONTRACTOR shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

(2) Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

(3) Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

(4) Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.

(5) CONSULTANT waives all rights against the City of Wilmington, its officers, officials, agents and employees for recovery of damages to the extent these damage are covered by the business auto liability or commercial umbrella liability insurance obtained by CONSULTANT pursuant to Section 11.C.1 of this agreement.

(6) The CONTRACTOR'S Business Auto Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by The City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR'S insurance.

(d) DEDUCTIBLES AND SELF-INSURED RETENTIONS

The contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not The City of Wilmington is an insured under the policy.

(e) MISCELLANEOUS INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to The City of Wilmington, PO Box 1810, Wilmington, NC 28402-1810.

(2) If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(f) ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by The City of Wilmington.

(g) EVIDENCE OF INSURANCE

(1) The CONTRACTOR shall furnish The City of Wilmington with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

(2) Evidence of additional insured status shall be noted on the certificate of insurance.

(3) With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to The City of Wilmington with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

(h) SUBCONTRACTORS

CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent CONTRACTORS' coverage, and the CONTRACTOR shall be responsible for assuring that all subcontractors are properly insured. Additional insured status for both ongoing and completed operations, in favor of City of Wilmington, its officer, officials, agents and employees, will be carried by Subcontractor performing installation.

(i) CONDITIONS

(1) The insurance required for this contract must be on forms acceptable to The City of Wilmington.

(2) The CONTRACTOR shall provide that the insurance contributing to satisfaction of insurance requirements shall not be canceled, terminated or modified by the CONTRACTOR without prior written approval of The City of Wilmington.

(3) The CONTRACTOR shall promptly notify the Safety & Risk Manager at (910) 341-5864 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

(4) Failure of The City of Wilmington to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of The City of Wilmington to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR'S obligation to maintain such insurance.

(5) By requiring insurance herein, The City of Wilmington does not represent that coverage and limits will necessarily be adequate to protect the CONTRACTOR and such coverage and limits shall not be deemed as a limitation of CONTRACTOR'S liability under the indemnities granted to The City of Wilmington in this contract.

(6) The City of Wilmington shall have the right, but not the obligation of prohibiting CONTRACTOR or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by The City of Wilmington.

19. Findings Confidential

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under this contract are the property of the CITY. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than appropriate CITY officials without prior written approval of the CITY. Nothing contained in this paragraph shall be construed to prevent the CONTRACTOR from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written agreement of the CITY.

20. Subcontracts

The CONTRACTOR shall utilize no subcontracts for carrying out the services to be performed under this contract without the written approval of the CITY.

21. Entire Agreement

This agreement constitutes the entire understanding of the parties.

22. Binding Effect

This contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

23. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

24. Reference

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the contract.

25. Interpretation/Governing Law

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles and subject to the exclusive jurisdiction of federal or state courts within the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more

stringent or higher standard shall prevail over the less stringent or lower standard. The place of this Agreement, its situs and forum, shall be Wilmington, New Hanover County, North Carolina, and in said County and State shall all matters, whether sounding in contract or tort relating to the validity, construction, interpretation or enforcement of this Agreement be determined.

26. Minority Business Enterprise (MBE)

The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

- (a) Promote (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions, the procurement of goods, services in connection with construction projects for minority owned business enterprises.
- (b) Ensure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.
- (c) Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.
- (d) Provide technical assistance as needed.
- (e) Promulgate and enforce contractual requirements that the general CONTRACTOR or all construction projects shall exercise all necessary and reasonable steps to ensure that minority business enterprises participate in the work required in such construction contracts.
- (f) The CONTRACTOR shall ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The CONTRACTOR shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the CONTRACTOR to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

A minority business enterprise is defined as a business, with at least fifty-one (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the

tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.

A Woman Business Enterprise is a business with at least fifty-one (51%) percent owned and controlled by women who exercise actual day-to-day management.

The CONTRACTOR shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The CONTRACTOR agrees by executing this contract that he will exercise all necessary and reasonable steps to ensure that this special provision contained herein on Minority Business Enterprise is in compliance.

27. Immunity Not Waived

This contract is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the CITY'S actual cost and neither party intends to waive its sovereign immunity by reason of this contract.

28. Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase or portion of this contract is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

29. Other Laws and Regulations

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Quality, Health Departments, and any other federal, state or local agency having jurisdiction, to ensure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. CONTRACTOR specifically acknowledges and agrees that CONTRACTOR, and any subcontractors it uses, has complied with and shall continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. CONTRATOR shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. § 681.1 and in accordance with N.C.G.S. § 132-1.10 and § 75-65.

30. Amendments

This contract shall not be modified or otherwise amended except in writing signed by the parties.

31. Non-Discrimination

CONTRACTOR will not discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this contract because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this contract and may result, at CITY'S option, in a termination or suspension of this contract in whole or in part.

32. Non-Appropriations Clause

In the event no CITY funds or insufficient CITY funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this Agreement, then the CITY will immediately notify CONTRACTOR of such occurrence and this Agreement shall create no further obligation of the CITY as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the CITY of any kind whatsoever.

33. Counterparts

This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

34. No Publicity

No advertising, sales promotion or other materials of the CONTRACTOR or its agents or representations may identify or reference this Contract or the CITY in any manner absent the written consent of the CITY. Notwithstanding the forgoing, the parties agree that the CONTRACTOR may list the CITY as a reference in responses to requests for proposals, and may identify the CITY as a customer in presentations to potential customers.

35. CITY Not Liable For Special or Consequential Damages

The CITY shall not be liable to the CONTRACTOR, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the CITY, or any other consequential, indirect or special damages or lost profits related to this Contract.

36. Public Records

CONTRACTOR acknowledges that the CITY is a public entity, subject to North Carolina's public records laws (N.C.G.S. § 132) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

If CONTRACTOR believes documents related to the Agreement contain trade secrets or other proprietary data, CONTRACTOR must notify the CITY and include with the notification a statement that explains and supports CONTRACTOR'S claim. CONTRACTOR also must specifically identify the trade secrets or other proprietary data that CONTRACTOR believes should remain confidential.

In the event the CITY determines it is legally required to disclose pursuant to law any documents or information CONTRACTOR deems confidential trade secrets or proprietary data, the CITY, to the extent possible, will provide CONTRACTOR with prompt written notice by certified mail, fax, email, or other method that tracks delivery status of the requirement to disclose the information so CONTRACTOR may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for CONTRACTOR to seek court ordered protection or other legal remedies as deemed appropriate by CONTRACTOR. If CONTRACTOR does not obtain such court ordered protection by the expiration of said time period, the CITY may release the information without further notice to CONTRACTOR.

37. Authority to Act/IDA Certification

Each of the persons executing this Agreement on behalf of CONTRACTOR does hereby covenant, warrant and represent that the CONTRACTOR is a duly organized and validly existing legal entity authorized to transact business within the State of North Carolina, that the CONTRACTOR has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the CONTRACTOR were authorized to do so. The undersigned certifies that CONTRACTOR is not listed on the Final Divestment List created by the N.C. State Treasurer pursuant to Chapter 147 (the Iran Divestment Act) of the North Carolina General Statutes. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147, CONTRACTOR shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

38. No Presumption.

None of the Parties shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. This Agreement was drafted with substantial input by all Parties and their counsel, and no reliance was placed on any representations other than those contained herein.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this Agreement to be duly executed in its name and behalf.

CITY OF WILMINGTON, NORTH CAROLINA

{{esl:Signer5:Signature: offset (-5,-13)}}

BY:

Becky Hawke, City Manager

{{esl:Signer5:SigningDate: offset (30,0)}}

DATE: _____

WITNESS:

{{esl:Signer6:Signature: offset (-5,-10)}}

Daryle L. Parker, Purchasing Manager

APPROVED AS TO FORM:

{{esl:Signer4:Signature: offset (-5,-10)}}

Gina Essey, Assistant City Attorney

FINANCE OFFICER'S CERTIFICATION STATEMENT

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

This _____ day of _____, 2026.

{{esl:Signer3:Signature: offset (-5,-10)}}

Martha Wayne, Chief Finance Officer

FY 26/27

Project String: N/A

Org: _____ Obj: _____

Estimated Amount: \$ _____

Requisition: #2700

Federal ID: #56-6000239

The following contract fees are contingent upon annual appropriations:

FY 27/28 & 28/29

Estimated Annual Amount: \$ _____

Total estimated contract amount: \$ _____

In witness whereof, the Party, intending to be legally bound, have caused their proper and duly authorized officer to execute and deliver this Agreement.

{{esl:Signer2:SignerCompany: offset (-5,-10)}}

{{esl:Signer2:Signature: offset (-5,-10)}}

By: _____
President/Vice President/Secretary/
Treasurer/or Company Authorized Signatory

**RE-BID PROPOSAL SHEET
POLICE DEPARTMENT LEATHER
GEAR UNIFORM ACCESSORIES
BID NO: S7-0426.2**

The undersigned hereby certifies that this bid is made without prior understanding, agreement or connection with any person(s), firm(s) or corporation(s) making quotes or proposals. The bidder further certifies that he is not suspended or debarred from bidding by any federal, state, or local agency and that, if awarded this contract, he will abide by all specifications, provisions and conditions contained in the Invitation to bid.

<u>Item Description</u>	<u>Annual Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
ITEM 1 – Triple Threat, Black BW, Size 02 - Bianchi # 1016629	20	\$ _____	\$ _____
ITEM 2 – Smooth Black Leather Handcuff and Magazine Case – Right Hand Safariland Model 573 – NSN # 573-83-21	20	\$ _____	\$ _____
ITEM 3 –Smooth Black Leather Handcuff and Magazine Case – Left Hand Safariland Model 573 – NSN # 573-83-22	5	\$ _____	\$ _____
ITEM 4 – Badge Holder – Clip On Safariland Model 7350 – NSN # 735004-2	30	\$ _____	\$ _____
ITEM 5 – 6360RDS Level 3 STX Holster – Right Hand Safariland Model SDG12016360	75	\$ _____	\$ _____
ITEM 6 – 6360RDS Level 3 STX Holster – Left Hand Safariland Model SDG12016361	5	\$ _____	\$ _____
ITEM 7 – Black Basketweave Handcuff Case – Brass Safariland Model 190H – NSN # 190H-4B	5	\$ _____	\$ _____

<u>Item Description</u>	<u>Annual Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
ITEM 8 – Black Basketweave Handcuff Case – Silver Safariland Model 190H – NSN # 190H4	30	\$ _____	\$ _____
ITEM 9 – OC Pouch, Black Basketweave – Chrome, Safariland Model 38 – NSN # 38-4	30	\$ _____	\$ _____
ITEM 10 – OC Pouch, Black Basketweave - Brass Safariland Model 38 – NSN # 38-4B	5	\$ _____	\$ _____
ITEM 11 – Basketweave Baton Holder Safariland Model 35 NSN # 35-F21-4	35	\$ _____	\$ _____
ITEM 12 – Belt Keepers Basketweave - Chrome Safariland Model 65 – NSN # 65-4-4	150	\$ _____	\$ _____
ITEM 13 – Belt Keepers Basketweave - Brass SLD65448 NSN-65-4-48	25	\$ _____	\$ _____
ITEM 14 – X300U ALS Concealment Paddle and Loop Combo Holster RH RH 6378-832-131	20	\$ _____	\$ _____
ITEM 15 – X300U ALS Concealment Paddle and Loop Combo Holster, LH 6378-832-132	5	\$ _____	\$ _____
ITEM 16 – Double Magazine Case Basketweave, Black-Brass Safariland Model 77 – NSN #77-383-4B	25	\$ _____	\$ _____
ITEM 17 – Duty Belt, 2.25”, Basketweave With Buckle Safariland Model 87	50	\$ _____	\$ _____
ITEM 18 – Tek Portable Radio Case for Motorola APX (2034221) Zero9 #Z9-5042-BW-TEK	25	\$ _____	\$ _____

<u>Item Description</u>	<u>Annual Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
ITEM 19 – Open Cuff Case, Basketweave, Black Bianchi 1017918 7934 (BIA1017918)	30	\$ _____	\$ _____
ITEM 20 – Bianchi Accumold Elite OC Spray Pouch Basketweave Bianchi Model 7907	7	\$ _____	\$ _____
ITEM 21 – Bianchi Accumold Elite Expandable Baton Holder, Basketweave Bianchi Model 7912	7	\$ _____	\$ _____
ITEM 22 – Bianchi Accumold Elite Double Mag Pouch, Basketweave Bianchi Model 7902	7	\$ _____	\$ _____
ITEM 23 – Bianchi Accumold Elite Flashlight Holder, Basketweave Bianchi Model 7909	35	\$ _____	\$ _____
ITEM 24 – Bianchi Accumold Elite Sam Browne Belt, Basketweave Bianchi Model 7960	7	\$ _____	\$ _____
ITEM 25 – Bianchi Accumold Elite Open Cuff Case Plain Model 7934 – NSN # 2295	7	\$ _____	\$ _____
ITEM 26 – Garrison Black Basketweave Belt 1.75” Safariland Model 51 – NSN # SLD51	7	\$ _____	\$ _____
ITEM 27 - ID leather case for recessed SW police badge M22R. Embossed lettering in either silver or gold. Wilmington Police Retired with state seal on front. Strong Leather Co. item Number 74800-138.	10	\$ _____	\$ _____
ITEM 28 – Safariland 575-895-411 Model 575 GLS PRO Fit IWB STX Plain Right Hand Glock 43X	10	\$ _____	\$ _____
ITEM 29 – Safariland 575-895-412 Model 575 GLS Pro Fit IWB STX Plain Left Hand Glock 43X	2	\$ _____	\$ _____

<u>Item Description</u>	<u>Annual Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
ITEM 30 – Item SDG1198531 Safariland 7378-895-411 Model 7378 7TS ALS Concealment Belt Loop – Paddle STX Plain Right Hand Glock 43X	30	\$ _____	\$ _____
ITEM 31 – Item SDG1198532 Safariland 7378-895-412 Model 7378 7TS ALS Concealment Belt Loop-Paddle STX Plain Left Hand Glock 43X	2	\$ _____	\$ _____
ITEM 32 – Item SDG1100386 Safariland 573-76-21 Model 573 Open Top Mag and Handcuff Plain Black RH	20	\$ _____	\$ _____
ITEM 33 – Item SDG1100387 Safariland 573-76-22 Model 573 Open Top Mag and Handcuff Plain Black LH	5	\$ _____	\$ _____
ITEM 34 – 6360RDS-832-491 ALS/SLS Mid Ride, Level III Retention Duty Holster, Hi Gloss	2	\$ _____	\$ _____
TOTAL PURCHASE PRICE (including freight)			\$ _____

Delivery _____ days ARO

Warranty Period _____ years

BY: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL: _____

Is your company a minority owned company? _____ Yes _____ No

If so is it _____ MBE _____ WBE _____ HUB _____ DBE

Is your company certified? __ Yes __ No If so, Certifying agency _____

Bidder's company is: Corporation _____ Partnership/Proprietorship _____

If corporate name is different from above, please show in full. _____

What state is corporation incorporated in? _____

Taxpayer I.D. No. (if non-corporate) _____

Company has an Affirmative Action Plan Yes _____ No _____

PROPOSERS CERTIFICATION FORM

I have carefully examined the Invitation to Bid, and any other documents accompanying this Invitation for Bid.

I hereby propose to furnish the services specified in the Invitation to Bid. I agree that my bid will remain firm a period of up to 90 days in order to allow the City of Wilmington adequate time to evaluate the bids.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer employee or agent of the City of Wilmington or any other proposer is interested in said bid; attest to not having an affiliation or be a reseller of any software or enterprise system proposed; and that the undersigned executed this Proposer’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF FIRM

BY:

SIGNATURE

Sworn to and subscribed before me
this ____ day of _____, 20__

NAME & TITLE, TYPED OR PRINTED

Notary Public

MAILING ADDRESS

State of _____

My Commissioner Expires: _____

CITY, STATE, ZIP CODE

(____)_____
TELEPHONE NUMBER

(____)_____
FAX NUMBER

EMAIL

**RE-BID TECHNICAL SPECIFICATIONS
POLICE DEPARTMENT LEATHER GEAR UNIFORM ACCESSORIES
BID NUMBER: S7-0426.2**

All items listed below are WPD departmental standard and must be the same Manufacturer and Part Number as listed below:

1. Samples

(a) The bidder will provide, within ten days of a request, a sample of the item bid to the: Wilmington Police Department, Attn: Ricky Waters, 615 Bess Street, Wilmington, NC 28401.

(b) Cost for the return of the sample is the responsibility of the bidder. Samples may be picked up after the recommendation for award is complete. If you wish the sample to be returned via USPS (or) a private carrier, then the appropriate shipping label [i.e., prepaid] must be submitted with the samples.

(c) Samples that have not been picked up or for which no return labels have been provided will become the property of the WPD thirty days after the bidder has been notified the sample is available for return.

2. Ordering

(a) The WPD may order leather gear uniform accessories in person, by email, telephone, fax, or mail.

(b) The CONTRACTOR will furnish a fax number, email address and a toll-free telephone number for ordering.

3. Delivery

(a) Items will be delivered F.O.B. to the WPD at various addresses as specified on the Purchase Order.

(b) A maximum 2 week delivery on orders less than 12 sets and a 30 day maximum delivery on orders over 12 sets will be required.

(c) WPD will not be responsible for shipping costs when returning or exchanging items. Items will be returned by WPD to the CONTRACTOR free of charge.

4. Specifications

The specifications for items follow below.

POLICE DEPARTMENT LEATHER GEAR UNIFORM ACCESSORIES

Item 1: 7320 - Triple Threat™ II Double Magazine Pouch, Bianchi 1016629, Black Basketweave 02

Item 2: Smooth Plain Black Leather Handcuff and Magazine Case RH- Adjustable tension device. Safariland Model 573 – NSN#573-83-21

Item 3: Smooth Black Leather Handcuff and Magazine Case- Left Hand Safariland Model 573 – NSN#573-83-22

Item 4: Clip-On Badge Holder With Chain, Oval. Safariland Model 573 – 83-21

Item 5/6: X300U Mid-Ride Level III Retention Holster. 4.5”, STX Basketweave with Automatic Locking System that secures weapon once holstered. Slim compact design allows weapon to ride close to the body. Simple straight up draw once all releases are deactivated. Available with and without light. Available for right hand 6360RDS-832-481 and left hand 6360-832-482. Safariland Model 6360 and 6361.

Item 7/8: Handcuff Case- Black Basketweave Handcuff Pouch with Top Flap. Holds most double hinged handcuffs. Accommodates belts up to 2 ¼” wide. Safariland Model 190H-4 for silver, Model 190H-4B for brass.

Item 9/10: OC Pouch, MK-3 – Basketweave, black, leather OC pouch with flap, chrome (38-4) or brass (38-4B) snaps to close. Size to fit 2oz and 4 oz spray canister. Safariland Model 38.

Item 11: Basketweave Baton Holder – Basketweave, black, leather baton holder. Fits belts width up to 2 ¼”. Holds 16” to 21” expandable baton. Safariland Model 35-F21-4.

Item 12/13: Belt Keepers – Basketweave, black, leather duty. Standard belt keeper. Available with silver (65-4-4) or brass (65-4-4B). Safariland Model 65.

Item 14/15: X300U ALS Concealment Paddle and Belt Loop Combo Holster – Smooth plain black leather, STX. Automatic Locking System secures weapon once holstered; simple straight up draw once ALS is deactivated by thumb while obtaining shooting grip. Injection-molded paddle design is highly concealable and rides close to body. Right handed (6378-832-131) and Left handed (6378-832-132). Safariland Model 6378.

Item 16: Double Magazine Case – Basketweave Black – Brass Safariland Model 77 – NSN#77-383-4B

Item 17: Sam Browne Duty Belt. 2.25” Basketweave standard duty belt. 4-stitch design with free sliding keeper to hold belt tip in place. Belt Buckles silver (B602) or gold (B602B). Safariland Model 87.

Item 18: Zero 9# Z9-5042-BW-TEK Portable Radio Case for Motorola APX Part Number 2034221.

Item 19: Bianchi Accumold Elite Handcuff Case- Basketweave, fits chain or hinged cuffs with hidden snap. Bianchi Model 7934 (BIA1017918)

POLICE DEPARTMENT LEATHER GEAR UNIFORM ACCESSORIES

Item 20: Bianchi Accumold Elite OC Spray Pouch- Basketweave, oc spray holder with hidden snap. Bianchi Model 7907.

Item 21: Bianchi Accumold Elite Baton Holder- Basketweave, expandable baton holder, covered hole in back allows baton to be placed in pouch fully expanded. Bianchi Model 7912.

Item 22: Bianchi Accumold Elite Double Mag Pouch- Basketweave, vertical or horizontal carry with hidden snap. Bianchi Model 7902.

Item 23: Bianchi Accumold Elite Flashlight Holder- Basketweave, 7909/22089.

Item 24: Bianchi Accumold Elite Sam Browne Belt- Basketweave, Duraskin exterior with loop lining for use with Bianchi Liner Belt. Load support cushions on inner lining spread load of duty belt over entire waist. Model 7960.

Item 25: Bianchi Accumold Elite Open Cuff Case Plain- Holds one pair chain or hinged handcuffs. Model 7934.

Item 26: Garrison With Square Buckle Belt- 1.75" Black Basketweave Leather Belt. Sizes 26" – 50" Safariland Model 51.

Item 27: Strong Id Leather Case- Strong ID leather case for recessed S&W police badge M22R. Front of case has embossed lettering in either silver or gold-Wilmington Police Retired with state seal on front. Strong Leather Co. Item 74800-138.

Item 28/29: ALS Mid-Ride Level III Retention Holster. 4", STX Basketweave with Automatic Locking System that secures weapon once holstered. Slim compact design allows weapon to ride close to the body. Simple straight up draw once all releases are deactivated. With or Without Light. Available for Right (411) and Left (412).

Item 30: Item SDG1198531 – Safariland 7378-895-411 Model 7378 7TS ALS Concealment Belt Loop Paddle STX Plain Right Hand Glock 43X

Item 31: Item SDG1198532 – Safariland 7378-895-412 Model 7378 7TS ALS Concealment Belt Loop Paddle STX Plain Left Hand Glock 43X

Item 32: Item SDG1100386 Safariland 573-76-21 Model 573 Open Top Mag And handcuff Plain Black LH quantity of 5

Item 33: Item SDG1100387 Sarariland 573-76-22 Model 573 Open Top Mag and Handcuff Plain Black LH

Item 34: 6360RDS-832-491 ALS/SLS Mid-Ride, Level III Retention Duty Holster, Hi-Gloss.

Reviewed By

Nicole L. Strickland, Purchasing Admin Spec - {{esl:Owner:Initials: size(175,30), offset (0,-20)}}

Date: {{esl:Owner:SigningDate: size(100,30), offset (0,-20)}}

Daryle L. Parker, Purchasing Manager - {{esl:Signer1:Initials: size(175,30), offset (0,-20)}}

Date: {{esl:Signer1:SigningDate: size(100,30), offset (0,-20)}}