STATE OF NORTH CAROLINA Department of Administration	REQUEST FOR BEST AND FINAL OFFER **NO.** DPC-983753040
	Offers will be received until: April 17, 2024 by 2:00 PM ET
	Issue Date: April 15, 2024
Refer ALL inquiries regarding this BAFO to: Daniel Lanning via the Ariba Sourcing Tool	**Commodity Number:** 461000 – Light Weapons and Ammunition
	Description: Ammunition & Firearms
	Using Agency: State of NC
See page 2 for Submission Instructions	**Requisition No.:** N/A

NOTICE TO VENDOR: Offers submitted in response to this Best and Final Offer (BAFO) for the furnishing and delivering the goods and services described herein, subject to the conditions made a part hereof, will be received through the Sourcing Tool until 2:00 PM Eastern Time on April 17, 2024. Refer to page two for submission instructions. Offers submitted in any other way in response to this BAFO will not be accepted. Offers are subject to rejection unless submitted on this form.

EXECUTION: In compliance with this Request for BAFO, along with the terms and conditions in the original solicitation, as maybe modified herein, the undersigned offers and agrees to furnish any or all goods and services which are offered, at the prices agreed upon and within the time specified herein. Pursuant to GS §143-54 and §143-59.2 and under penalty of perjury, the undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same commodity, and is in all respects fair and without collusion or fraud.

Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers will not be accepted.

VENDOR: DanaSafetySupply	EMAIL: jpanter@danasafetysupply.com	
STREET ADDRESS: 4809 Koger Blvd	P.O. BOX:	ZIP: 27407
CITY & STATE & ZIP: Greensboro nc 27407	TELEPHONE NUMBER: 336-854-5536	TOLL FREE TEL. NO:
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: James R. Panter	FAX NUMBER: 336-854-3884	
AUTHORIZED SIGNATURE: [signature]	DATE: 4/17/24	

Offer valid for ninety (90) calendar days from date of opening unless otherwise stated here: _____ days.

ACCEPTANCE OF OFFER: If the State accepts any or all parts of this offer, an authorized representative of the Agency shall affix his/her signature to the Vendor's response to this Request for BAFO. The acceptance shall include the response to this BAFO, any provisions and requirements of the original Solicitation which have not been superseded herein, and the North Carolina General Terms and Conditions. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR STATE USE ONLY: Offer accept and Contract awarded this **[Enter Day]** 1st day of **[Enter Month]** May, 20**[Enter 2 Digit Year]** 2024, as indicated on the attached certification, by Daniel Lanning

(Authorized Representative of Department of Administration)

SUBMISSION INSTRUCTIONS: Vendor shall submit its offer through the Sourcing Tool. Any files submitted shall not be password protected and shall be capable of being copied to other media.

REQUEST FOR BEST AND FINAL OFFER (BAFO):

This request is to solicit a best and final offer from Vendor for Ammunition and Firearms. The offer should integrate the previous response to the Solicitation and any changes listed below. Any individual Vendor may receive a different number of BAFO requests than other Vendors.

NOTE: This Solicitation is still in the evaluation period. During this period and prior to award, possession of the BAFO, original bid response, and accompanying information is limited to personnel of the Issuing Agency and any agencies responsible for participating in the evaluation. Vendors who attempt to gain this privileged information, or to influence the evaluation process (i.e., assist in evaluation), will be in violation of purchasing rules and their offer will not be further evaluated or considered.

Specific requests begin on the next page. Vendor may copy requests onto additional pages, as needed, to provide sufficient space for its response.

4.11 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Vendor, Dana Safety, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

James R. Porter

Signature of Vendor's Authorized Official

James Porter | Regional General manager

Name and Title of Vendor's Authorized Official

4|17|24

Date

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
☐ a. initial filing
b. material change
For Material Change Only:
year _________ quarter _________
date of last report ______________

4. Name and Address of Reporting Entity:
☐ **Prime** ☐ **Subawardee**
Tier ______, *if known*

Congressional District, *if known*:

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

Congressional District, *if known*:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable*: _____________

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:
$

10. a. Name and Address of Lobbying Registrant
(*if individual, last name, first name, MI*):

b. Individuals Performing Services (*including address if different from No. 10a*)
(*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: ______________________________
Print Name: ______________________________
Title: ______________________________
Telephone No.: ______________________ Date: __________

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal Identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Department of Administration

STATE OF NORTH CAROLINA

DEPARTMENT OF ADMINISTRATION,

DIVISION OF PURCHASE & CONTRACT

Invitation for Bid #: DPC-983753040

AMMUNITION & FIREARMS

Date Issued: March 7, 2024

Bid Opening Date: March 28, 2024

At 2:00 PM ETT

Direct all inquiries concerning this IFB to:

Daniel Lanning

State Procurement Specialist

Email: Daniel.lanning@doa.nc.gov

Phone: 984-236-0220

STATE OF NORTH CAROLINA DEPARTMENT OF ADMINISTRATION – DIVISION OF PURCHSE AND CONTRACT Statewide Term Contract	
Refer *ALL* Inquiries regarding this IFB to:	**Invitation for Bid #: DPC-983753040**
All correspondence with vendors shall be through the Ariba Sourcing Tool. Questions will be received in the Ariba Sourcing Tool (only) based on the schedule in Section 2.4	**Bids will be publicly opened: March 28, 2024 at 2:00 PM ET**
For Statewide Use of All State Entities	**Commodity # and Description: 461000 – Light Weapons and Ammunition**
STC #: 4615A	

EXECUTION

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

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

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

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

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

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

As required by Executive Order 24 (2017), the undersigned Vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

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

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated below**. These documents can be accessed from the Ariba Sourcing Tool.

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

COMPLETE/FORMAL NAME OF VENDOR: Dana Safety Supply			
STREET ADDRESS: 4809 Koger Blvd		P.O. BOX:	ZIP: 27407
CITY & STATE & ZIP: Greensboro, NC		TELEPHONE NUMBER: 336-854-5536	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: James Panter Regional General Manager		FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	**DATE:** 4/9/24	E-MAIL: jpanter@danasafetysupply.com	

VALIDITY PERIOD

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: ______ days, or if extended by mutual agreement in writing of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded on date of ____________________ as indicated by ____

(Authorized Representative of Department of Administration, Division of Purchase & Contract)

TABLE OF CONTENTS

1.0 PURPOSE AND BACKGROUND

The Department of Administration (DOA) serves as the business manager for North Carolina State government and provides leadership to State government for the effective, efficient, economical, and equitable delivery of services to the public. The department also aids and services several advocacy programs that serve diverse segments of the State's population that have traditionally been underserved. The Division of Purchase & Contract (P&C) is the strategic force to provide the State's entities with a catalog of Statewide Term Contracts (STC) that provide for an encompassing organized and efficient manner to pool resources to provide goods and services.

The State through the Department of Administration (DOA) Division of Purchase & Contract (P&C) is seeking qualified vendors to establish a Statewide Term Contract to furnish and deliver a comprehensive, multiple manufacturer product line of new, unused, currently produced ammunition and firearms in two (2) categories throughout the State of North Carolina, on an "As Needed" basis, if and when ordered by State Departments, Agencies, and Higher Education Institutions during the contract period.

The intent of this Invitation for Bid (hereinafter, "IFB") is to receive pricing from Vendors which will offer savings to the State and confirm, through Vendors' submission of bids, its ability to meet the State's needs.

The contract resulting from this IFB is mandatory for State departments and most State Agencies, and by State higher education institutions (except under the conditions specified in G.S. 115D-58.14(a) and G.S. 116-13). The Contract may also be utilized, without further competition, by non-mandatory State Agencies and Other Eligible Entities.

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

The intent of this solicitation is to award Statewide Term Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of five (5) years, beginning on the date the Contract is executed by the State (the "Effective Date").

At any time during the contract period the State may conduct an Open Enrollment process by posting a solicitation in the Ariba Sourcing Tool for the purpose of adding new manufacturer(s) to the contract, to provide a wide coverage of Ammunition and Firearms. The awarded Vendors will remain on the contract for the duration of the contract term unless terminated for convenience.

At the end of the Contract's initial term the State reserves the right to extend a contract term after the last active term.

1.2 ESTIMATED SPEND

Based on the historical usage of the STC, the estimated spending for the five (5) year term of this contract is $7 million dollars.

This amount is not guaranteed and could be more or less than the historical expenditure during the contract period. No maximum or minimum quantities are guaranteed.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

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

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

http://eprocurement.nc.gov/training/vendor-training.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions, or issues regarding any component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period.

Other than through the process of negotiations under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed to during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	March 7th, 2024
Hold Pre-Bid Conference/Site Visit	State	March 14th, 2024, at 2:00 PM ET
Submit Written Questions	Vendor	March 15th, 2024 by 4:30 PM ET
Provide Responses to Questions	State	March 20th, 2024
Submit Bids	Vendor	March 28th, 2024, by 1:59 PM ET Microsoft Teams meeting **Join on your computer, mobile app or room device** Click here to join the meeting Meeting ID: 288 399 389 097 Passcode: xy9Veg Download Teams | Join on the web
Intended Contract Award	State	TBD

2.5 PRE-BID CONFERENCE

Urged and Cautioned Pre-Bid Conference

Date:	March 14, 2024
Time:	2:00 PM EST
Location:	Virtual Microsoft Teams Meeting
Contact #:	984-236-0220

Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting

Meeting ID: 233 855 928 969
Passcode: QSEqMq

Download Teams | Join on the web

Instructions: Vendor representatives are URGED and CAUTIONED to attend the pre-bid conference and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. A non-mandatory pre-bid conference is scheduled for this IFB. Submission of a bid shall constitute sufficient evidence of Vendor's compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this IFB.

2.6 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "**IFB # DPC-983753040 – Questions**" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM EST.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.7 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bid(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: https://eprocurement.nc.gov/training/vendor-training.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

2.8 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

a) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.

b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.

c) Vendor Response (Sections: 4.1, 4.6, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.19, 4.21, 6.1)

d) Completed version of ATTACHMENT A: PRICING FORM

e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM

g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

i) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and must include specific pricing. Each bid must be complete and independent of other bids offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found Sourcing Tool, which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and award or awards will be based on the responsive bids(s) to provide the estimated requirements as to breadth of items in each category offered, highest percentage discount offered off the most recently published Manufacturer Standard Retail Price (MSRP) List, quantity, quality, delivery, service, and/or geographical coverage, to include any required verifications set out herein such as but not limited to past performance, references, and financial documents.

If the manufacturer does not offer a published MSRP price catalog, the Vendor will have the manufacturer generate an Excel MSRP Price List Spreadsheet. The manufacturer will certify in writing, on company letterhead signed by a manufacturer's authorized representative, that the Vendor is an authorized distributor and the MSRP pricing referenced for this bid is also certified by the manufacturer.

It is the State's intent to have a single manufacturer represented in each category. If two (2), or more Vendors offer the same manufacturer's product(s), it is the intent of the State to make an award to the Vendor with the most complete offering per category, and highest percentage discount offered off MSRP List for a particular manufacturer's product(s).

Products offered must currently be available on the manufacturer's most recently published MSRP. **Submission of price schedules developed specifically for this Bid WILL result in disqualification from award consideration.**

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

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

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

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to ***the electronic Vendor Portal (eVP), https://evp.nc.gov***, under the IFB number for this solicitation. Award of a contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete **ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR.** In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

a) Total cost to the State
b) Level of quality provided by the Vendor
c) Process and performance capability across multiple jurisdictions
d) Protection of the State's information and intellectual property
e) Availability of pertinent skills
f) Ability to understand the State's business requirements and internal operational culture
g) Particular risk factors such as the security of the State's information technology
h) Relations with citizens and employees
i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete **Attachment A: Pricing Form** and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting contract.

ATTACHMENT A – Pricing contains a total of two (2) categories: Ammunition and Firearms. A vendor is not required to bid on all categories.

Vendors shall offer a COMPLETE Manufacturer's Product Line. Incomplete, partial Product Lines, or selected Products from a Product Line will not be considered. Failure to offer the COMPLETE Product Line Shall render the Bid non-responsive and result in rejection of Bid.

For each product line being offered per category, the Vendor will offer a single percentage discount greater than 0%. Pricing shall also be listed after discount with and without Firearms and Ammunition Excise Tax.

The Vendor will demonstrate reasonableness of price by offering the Percentage Discount to North Carolina that is the same or better than provided in a current contract to similarly situated governmental entities (i.e. other State contracts, GSA, NASPO ValuePoint, Veteran's Administration, Department of Defense or other governmental entities). If the Vendor is unable to offer the Percentage Discount to NC that is the same or better than given to other similarly situated governmental entities, Vendor shall include with the response a brief explanation as to why they are unable to do so. The State reserves the right to request further information such as copies of other governmental contracts, to determine the reasonableness of the price offered.

4.2 ADDITIONAL SAVINGS OFFERS/REBATES

This component of the Pricing Response is optional, but the State encourages Vendors to provide additional financial incentives/rebates, if possible, within the scope of this IFB, that will benefit the State. These additional incentives could include, but are not limited to additional discounts based on total spend volumes, tier pricing, rebates, additional discounts by manufacturer, etc. Additional Discount Offers shall be in addition to the discounts Vendor offers as a List Item Price.

Additional Discounts: As part of the pricing submittal, Vendors are being requested to propose an additional percentage discount which would be applied to all orders for the remainder of the contract term if and when the total orders against the contract exceed the provided amount, at any point during the life of the contract. Orders from all entities utilizing this contract will count toward the contract volume discount threshold.

Rebates: If a rebate is offered, it will be based on reported sales, on a quarterly basis (see Section 6.6 QUARTERLY REPORTS). The Vendor shall submit the rebate amount due by check with the "Contracts Number," "Report Amount," and "Report Period" on either the check stub or other remittance materials. The payment shall be made by check as described herein.

Checks shall be payable to: NCDOA, Division of Purchase & Contract

Checks shall be mailed to: NCDOA, Division of Purchase & Contract, Contract Manager
1305 Mail Service Center
325 N. Salisbury Street
Raleigh, NC 27603

All discounts in Vendor's bid shall remain in effect for the entire contract period and shall not be decreased. However, the discount may be increased, and any such increase shall remain in effect for the remainder of the contract period and any subsequent extensions. Volume or tier discounts, if offered, shall apply to purchase orders placed for delivery to the same location. Vendors may provide volume or tier discounts to orders that include multiple delivery points from the same agency.

The State reserves the right to accept or reject all or part of the proposed Additional Discount Offers as part of a Vendor's Total Price Submittal Value. The State has sole discretion to not assign value to Vendor's proposed Additional Discount Offers which the State cannot quantify or to give only partial value for Additional Discount Offers. Vendors may offer the State additional discounts using the Additional Discount Offers within ATTACHMENT A-PRICING SUBMITTAL WORKBOOK.

4.3 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the State's best interest.

4.4 TRANSPORTATION AND IDENTIFICATION

All goods shall be delivered **FOB DESTINATION STATEWIDE** for orders equal to, or greater, than the minimum order amount, when shipped to a single destination. Orders for less than the minimum order amount will be dispensed, with transportation charges added to the invoice as a separate item. Transportation charges levied by the Vendor for orders equal to, or greater than the minimum order, when shipped to a single destination, may be cause for removal of the Vendor from the contract. In instances where the Vendor makes partial shipments of an order to one destination which is equal to, or greater than, the minimum order, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges.

FOB DESTINATION STATEWIDE does not include lift-gate or inside delivery. These additional charges will be paid by the agency and added as a separate line on the invoice.

4.5 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s): All 100 North Carolina Counties.

Vendors are requested to make deliveries within thirty (30) days after receipt of an order. If the Vendor is unable to make the above delivery timeframe, please state here the earliest guaranteed delivery time you can offer ______ days for firearms and 30 DAYS 4 MONTHS days for ammunition. The State reserves the right to evaluate delivery offered in determining the award of the proposed contract.

Vendors are cautioned that excessively long delivery schedules, as determined by this Division, may be cause for non-award. The state expects that the delivery schedule offered herein to be firm and fully expects compliance with the stated delivery schedule. Failure of the Vendor to meet contracted delivery schedules shall constitute cause for removal from the contract.

Firearms and ammunition manufacturing may be affected from time to time by market conditions involving political/governmental actions, i.e. Acts of War or Legislation that insight concern about changes to the 2nd Amendment of the Constitution, on the federal level. The above actions may cause an adverse effect on delivery schedules and lengthen timeframe.

NOTE: FOR NC COMMUNITY COLLEGE BASIC LAW ENFORCEMENT TRAINING (BLET) ACADEMIES, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) GUIDANCE AND THE 1968 GUN CONTROL ACT REQUIRE THAT AN ELIGIBLE COLLEGE REPRESENTATIVE COMPLETE FIREARMS TRANSFERS VIA 4473 IN PERSON AT Federal Firearms License (FFL) SITE. FIREARMS CANNOT BE SHIPPED OR DELIVERED DIRECT TO YOUR SITES. CONTACT DISTRIBUTOR FOR SPECIFIC GUIDANCE REGARDNG FIREARMS TRANSFER PROCESS REQUIREMENTS FOR NC CC BLET'S.

4.6 DEFECTIVE PRODUCTS

In the event a product is found to be defective, Vendor agrees to replace the item immediately, within the same delivery time frame at no additional charge to the State.

4.7 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Contract Manager at the State's Division of Purchase & Contract of any product recall in accordance with the applicable State or Federal regulations. The Vendor shall support the Contract Manager in necessary follow-up with State entities that have purchased recalled products to replace, at no cost to the State, any such products promptly.

4.8 OUT-OF-STOCK AND BACK-ORDERS

The Vendor shall notify the Buyer when one or more items in an order cannot be delivered within the time specified. After notification to Buyer by Vendor of a fulfillment delay of one or more items in the order, the Buyer may cancel undelivered items within an order, or an order in its entirety, without penalty or charge, to the extent that the notice of cancellation occurs before Buyer is notified that the delayed item or other cancelled items in the order have shipped.

4.9 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products offered in this IFB. The Vendor shall provide a signed statement from the manufacturer confirming authorization with its bid response. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

Vendor is the: ☐ **Manufacturer** ☐ **Dealer** ☐ **Reseller** ☑ **Distributor**

Authorized: ☑ **Yes** ☐ **No** **Attached Manufacturer's Authority:** ☑ **Yes** ☐ **No**

4.10 WARRANTY

Vendor warrants that all equipment furnished under this IFB will be newly manufactured, of good material and workmanship. The warranty will apply from date equipment is put into operation for a minimum period of twelve (12) months or the length of the manufacturer's warranty, whichever is longer. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians' travel at no additional cost to the State, or as specified by the Purchasing Agency herein. To the extent not superseded by the terms of this paragraph, manufacturer's warranty terms shall apply. Vendor's warranty shall be at least the level of coverage provided for its comparable customers.

The report of a problem does not presuppose that every call must result in an "on-site" visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion by using acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor shall be responsible for compliance with warranty terms by any third-party service provider. Vendor shall provide contact information for warranty service provider, below.

Ammo N/A

Vendor is authorized by manufacturer to repair equipment offered during the warranty period? ☑ YES ☐ NO Replace

Will the Vendor provide warranty service? ☐ YES ☐ NO, a manufacturer-authorized third party will perform warranty service.

Contact information for warranty service provider:

Company Name: Dana Safety Supply

Company Address: 4809 Koger Blvd
Greensboro, NC 27407

Contact Person (name): James Panter

Contact Person (phone number): (336) 894-4055

Contact Person (e-mail): jpanter@danasafetysupply.com

4.11 DESCRIPTIVE LITERATURE

DESCRIPTIVE LITERATURE/CERTIFICATION

Vendor shall submit with the bid, vendor link to all of the goods being offered, in the designated area of ATTACHMENT A: PRICING WORKBOOK.

Each bid shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) offered and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information shall be a sufficient basis for rejection of the bid, at the discretion of the State.

4.12 VENDOR'S PUBLISHED CATALOG & LISTS

As a result of this Contract, Vendors shall provide its entire catalog of products. By definition, a Vendor's catalog as a result of this effort, is a Vendor's full line of products within the awarded scope that is consistent with what is offered on its punch-out catalog site. The State deems the right to determine the completeness of the coverage of a Vendor's catalog. **The Vendor's catalog must be submitted with its bid by uploading in section 6.11 of the Ariba Network Sourcing Tool.**

Altered, or unpublished, price lists/literature may subject your bid to rejection. The Vendor is advised that literature, questionnaires, and other data submitted in response to a previous IFB, or other inquiry will not suffice for the above requirement. Failure to include such information shall be a sufficient basis for rejection of the Vendor's bid. The Vendor shall, where applicable, provide the following information, at a minimum, on the proposed products:

a. Detailed Manufacturer's Item Description
b. Manufacturer
c. Manufacturer Product #
d. Manufacturer List Price
e. UOM
f. Number of Items (bandages, syringes, vials, etc.) per UOM
g. Internet link to the product if available

4.13 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Businesses program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.14 REFERENCES

Vendors shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The State may contact these users to determine the quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the bid.

4.15 SUSTAINIBILITY EFFORTS

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost effective. The proposal must describe how environmental requirements which relate to clear labeling of the environmental/sustainability attributes (e.g. environmental certifications, total and post-consumer recycled content, etc.) of products in the proposed product catalogs, demonstrating the ability to run usage reports that include information about each product's environmental/sustainability attributes, packaging and recycling of spent products.

4.16 RETURN POLICY

Vendor shall accept merchandise returns from Buyers for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to Buyers, whichever a Buyer requests, within thirty (30) business days on all returns of an ordered product that (1) is a stock item in original packaging and in re-sellable conditions; (2) is not a specialty or customized item; (3) is defective or damaged; (4) is a return of an incorrect product shipped; (5) results from a Vendor order entry error; or (6) is non-conforming due to any other cause reasonably assumed to be the fault of the Vendor.

4.17 VENDOR'S REPRESENTATIONS

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

4.18 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this contract; and that entering into this contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.19 INSURANCE REQUIREMENTS MODIFICATION

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

☒ Contract value in excess of $1,000,000.00

4.20 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

4.21 AUTHORIZED DEALERS

An awarded Vendor may utilize approved, Authorized Dealers, to participate as alternate distribution sources for Vendor. Authorized Dealers may be added at any time during the contract term at the discretion of the Vendor, provided that they agree to comply with all terms and conditions of the awarded contract, with no set minimum or maximum number of Authorized Dealers that may be approved. Such participation is subject to the following conditions:

Designation of Authorized Dealer(s)

Vendor shall specify whether orders must be placed directly with Vendor or may be placed directly with Authorized Dealer(s). If Authorized Dealer(s) are designated to fulfill orders under this Contract, issue invoices and receive payment, Vendor must provide P&C, a list of those designated authorized dealers submitted with its Bid. P&C will require a vendor registration process for all Vendors recommended for contract award and their authorized dealers through the E-Procurement System. Authorized dealers must register as an e-Procurement vendor with the State of North Carolina upon contract award and must comply with all terms and conditions of this IFB. Awarded Vendors remain responsible for contract compliance by its Authorized Dealers, and neither an order placed with, or items delivered by, a Vendor's Authorized Dealer shall relieve the Vendor from any obligation under this contract.

Will Vendor maintain Authorized Dealers: ☐ Yes ☑ No ORDERS PLACED THROUGH E-PROCUREMENT WITH DANA SAFETY

Attached List of Authorized Dealers: ☐ Yes ☐ No

Modifications in Authorized Dealer List

If a Vendor allows Authorized Dealers to participate in the Contract, post-award requests to add or delete Authorized Dealers or to modify Authorized Dealer information must be submitted to P&C's Contract Manager for prior approval.

4.22 TRAINING

If needed, training shall be coordinated between the ordering Buying Entity and the awarded Vendor. The Buying Entity shall contact the Vendor to arrange training as needed. Vendors may need to provide the following training upon request from the ordering Agency.

- Basic operator training program to Instructor Level Staff
- Armor Level Training, certifying Armorers per the awarded manufacturer's requirements for certification.
- On-going recertification of the previously trained Armorers as per the awarded manufacturer's requirements.

All training shall be provided by an authorized factory trained manufacturer's representative. The manufacturer shall provide all literature and training material required.

4.23 SERIAL NUMBERS

Each firearm shall have an individual serial number engraved and easily readable. Each pistol serial number shall be 100% traceable per requirements by the Bureau of Alcohol, Tobacco and Firearms and/or other applicable agencies.

5.0 SCOPE OF WORK AND SPECIFICATIONS

Each Vendor shall offer the manufacturer's complete product line for the two (2) categories shown.

Category #	*Description*
1	Ammunition
2	Firearms, Parts, Accessories and Supplies

5.1 AGENCY AMMUNITION AND FIREARMS

Referenced below is a list of ammunition and firearms currently used or requested by State Agencies (preferred brands). Additional manufacturers are also welcome to be submitted for award.

Ammunition

- Speer
- Remington
- Federal
- Winchester
- Hornady
- Defender
- Sig Sauer
- Nosler

Firearms

- Glock
- Bushmaster
- Sig Sauer
- Heckler & Koch
- Benelli
- Remington
- Mossberg
- IWI
- Del-Ton
- Colt
- Ruger
- Beretta
- FN
- Smith & Wesson

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

State Contract Administrator: Daniel Lanning, Daniel.lanning@doa.nc.gov, 984-236-0220

State Contract Manager: Evan Roe, evan.roe@doa.nc.gov, 984-236-0239

Note: In the event the State's Contract Administrator or Contract Manager changes, notification will be sent to the Vendor's Contract Manager and the Contract Synopsis on the DOA P&C website will be updated.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a Contract Manager. The Contract Manager shall be the State's point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	JAMES PORTER
Office Phone #:	336-854-5536 EXT: 1007
Mobile Phone #:	336-897-4055
E-mail:	jporter@danasafetysupply.com

6.2 ELECTRONIC PRODUCT CATALOG

Vendors have one (1) option to select from for managing products using the State's NC E-Procurement Services to develop and manage a catalog solution. Options include:

1. Line-Item Catalog –
   a. Limited to no more than 4,000-5,000 available products.

a. Line-Item Catalog Solution

If selected for contract award, the awarded Vendor hereby agrees to cooperate with the State and E-Procurement Services to develop a line-item catalog. At a minimum, the Vendor shall agree to the following:

a. Vendor shall deliver a line-item catalog **within ten (10) calendar days of notice**. By providing a line-item catalog, the Vendor shall provide a list of its products/services and pricing within a specific template format to E-Procurement Services by sending the populated template to the Contract Manager via e-mail at eprocurementdata@its.nc.gov.

b. The State will confirm the accuracy of the electronic catalog before loading it into the E-Procurement system. In addition, the State may determine when the electronic catalog and any subsequent revisions "go live".

c. The Vendor shall submit an updated electronic catalog from time to time or as requested by the State to maintain the most up-to-date version of its product/service offering under the statewide contract.

d. The Vendor shall meet the following requirements:

1. Include in the catalog the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the Vendor is authorized to provide in accordance with the statewide contract; and
2. Maintain the accuracy of the catalog throughout the duration of the statewide contract; and
3. Include in the catalog detailed product line-item descriptions; and
4. Include in the catalog identifiers for specific types of products, to include NC HUB Certified (2nd Tier) products, Sustainable products, Contract products; and
5. Include in the catalog any additional content required by the State; and
6. Limit the line-item catalog content to the Vendor's statewide contract offering.

e. The State shall control which statewide contracts appear in the E-Procurement System and may elect at any time to remove Vendor's offering from the E-Procurement System.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost to the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

6.4 QUARTERLY STATUS REPORTS

The Vendor shall be required to provide Sales Management Reports to the above designated Contract Manager on a Quarterly basis. This report shall include, at a minimum, information concerning:

1. Sales Report (total cost) by State entity, to include agencies, community colleges, universities, school systems, local government entities.
2. Sales Report Category, Items Purchased (Manufacturer), Item Description, Quantity, Unit of Measure, List Price, Contract Price, Any additional delivery charges such as specialty packaging or overnight delivery, Ordering Entity, Delivery Location (City), Order Date, Shipment Date, Delivery Date for consumables, and delivery date for non-routine consumables and equipment.

Quarterly Sales Management Reports shall be sent to PCReports@doa.nc.gov with the Contract Manager copied at the above indicated e-mail address. Vendor shall include all issues identified by Vendor related to Vendor performance or to the State's usage of the contract.

These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically, to include using the Vendor Quarterly Spend Data Report. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Vendor shall submit the Quarterly Sales Management Reports by the 15th of the month following the end of the quarter. The Quarterly Management Report delivery schedule is included below:

By October 15th: Q1 Quarterly Management Report for July – September

By January 15th: Q2 Quarterly Management Report for October – December

By April 15th: Q3 Quarterly Management Report for January – March

By July 15th: Q4 Quarterly Management Report for April – June.

This schedule aligns with the State's fiscal year. If the contract start date does not align with the start of a quarter, the initial Quarterly Management Report shall be for the period from the contract start date to the end of the existing calendar quarter. Timely submission of all reports shall be a material term of this contract and failure to do so shall constitute a default.

Additional related sales information and/or details on user purchases may be required by the State and must be supplied within thirty (30) days of any such request. A template for any such reports may be provided by the State, at its discretion.

6.5 ACCEPTANCE OF WORK

Performance of the work and delivery of Goods and Services shall be conducted and completed at least in accordance with the contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Goods and Services are approved as acceptable by the Buying Entity.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 INVOICES

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

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Firearm Serial Number, Price, Quantity, and Unit of Measure.

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

6.7 DISPUTE RESOLUTION

During the performance of the contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the contract, or at law. This provision, when agreed in the contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.8 POST AWARD PRODUCT SUBSTITUTION, ADDITIONS, & REMOVALS

Post-Award product substitutions are not permitted without prior written approval from the Contract Administrator. Proposed substitutions shall be of the same or higher quality and at the same or lower price as the original item. Failure of the Vendor to comply with this requirement shall constitute sufficient cause to hold the Vendor in default or for removal from the contract.

The items included in this IFB are expected to cover the State's needs for the term of the contract. In the case that the State's needs change over the term of the contract, the State reserves the right to add additional products to the contract that can be supplied by the awarded Vendor. The price for these added products will be mutually agreed to by the State and the Vendor but are assumed to be priced at a discount similar to what is being offered on the products listed in the IFB.

6.9 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for one (1) year from the effective date of the contract.

Price increase requests shall be submitted in writing to the Contract Manager, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in contract cancellation.

6.10 CONTRACT CHANGES

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

6.11 TAXES

No taxes shall be included in any bid prices.

6.12 ATTACHMENTS

All attachments to this IFB are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

The remainder of this page is intentionally left blank.

NC★DOA
Department of Administration

SOLICITATION ADDENDUM

Issuing Agency:	Division of Purchase & Contract
Solicitation Number:	DPC-983753040
Solicitation Description:	Ammunition & Firearms
Solicitation Opening Date and Time:	4/5/2024 11:00 AM ET
Addendum Number:	1
Addendum Date:	3/25/2023
Purchasing Agent:	Daniel Lanning

FAILURE TO RETURN THIS ADDENDUM MAY SUBJECT YOUR RESPONSE TO REJECTION.

1. The Solicitation is hereby modified as follows to allow for additional time for the State to provide answers to the vendor questions:

Event	Responsibility	Date and time
Issue IFB	State	March 7th, 2024
Hold Pre-Bid Conference/Site Visit	State	March 14th, 2024, at 2:00 PM ET
Submit Written Questions	Vendor	March 15th, 2024 by 4:30 PM ET
Provide Responses to Questions	State	March 27th, 2024
Submit Bids	Vendor	April 5th, 2024, by 10:59 AM ET Microsoft Teams meeting **Join on your computer, mobile app or room device** Click here to join the meeting Meeting ID: 288 399 389 097 Passcode: xy9Veg Download Teams | Join on the web
Intended Contract Award	State	TBD

Check **ONLY ONE** of the following options and return one properly executed copy of this Addendum prior to the Solicitation opening time and date.

☐ A response was submitted prior to this Addendum. An updated response has been submitted to address the changes resulting from this Addendum.

☐ A response was submitted prior to this Addendum. **NO CHANGES have resulted** from this Addendum.

☑ A response was **not** submitted prior to this Addendum. **ANY CHANGES resulting** from this Addendum are included in our response.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

	4/9/24
Authorized Signature	Date
JAMES PAYTER	REGIONAL GENERAL MANAGER
Printed Name	Title

Department of Administration

SOLICITATION ADDENDUM

Issuing Agency:	Division of Purchase & Contract
Solicitation Number:	DPC-983753040
Solicitation Description:	Ammunition & Firearms
Solicitation Opening Date and Time:	4/10/2024 2:00 PM ET
Addendum Number:	1
Addendum Date:	March 28, 2024
Purchasing Agent:	Daniel Lanning

FAILURE TO RETURN THIS ADDENDUM MAY SUBJECT YOUR RESPONSE TO REJECTION.

1. The Solicitation is hereby modified as follows on the Next Page:

Modification #	Solicitation Section	Current Solicitation Language	Updated Solicitation Language
1	1.0 Purpose and Background, Paragraph 2	The State through the Department of Administration (DOA) Division of Purchase & Contract (P&C) is seeking qualified vendors to establish a Statewide Term Contract to furnish and deliver a comprehensive, multiple manufacturer product line of new, unused, currently produced ammunition and firearms in two (2) categories throughout the State of North Carolina, on an "As Needed" basis, if and when ordered by State Departments, Agencies, and Higher Education Institutions during the contract period.	The State through the Department of Administration (DOA) Division of Purchase & Contract (P&C) is seeking qualified vendors to establish a Statewide Term Contract to furnish and deliver a comprehensive, multiple manufacturer product line of new, unused, currently produced ammunition and firearms **in ten (10) categories** throughout the State of North Carolina, on an "As Needed" basis, if and when ordered by State Departments, Agencies, and Higher Education Institutions during the contract period.
2	2.8 Bid Contents, line C)	Vendor Response (Sections: 4.1, 4.6, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.19, 4.21, 6.1)	Vendor Response (Sections: 4.5, 4.9, 4.10, 4.11, 4.12, 4.15, 4.21, 6.1)
3	3.1 Method of Award, 5th paragraph	Products offered must currently be available on the manufacturer's most recently published MSRP. Submission of price schedules developed specifically for this Bid WILL result in disqualification from award consideration.	Products offered must currently be available on the manufacturer's most recently published MSRP and **or most recently published product catalog**. Submission of price schedules developed specifically for this Bid WILL result in disqualification from award consideration.
4	4.1 Pricing,	Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete **Attachment A: Pricing Form** and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting contract. ATTACHMENT A – Pricing contains a total of two (2) categories: Ammunition and Firearms. A vendor is not required to bid on all categories. Vendors shall offer a COMPLETE Manufacturer's Product Line. Incomplete, partial Product Lines, or selected Products from a Product Line will not be considered. Failure to offer the COMPLETE Product Line Shall render the	Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete **Attachment A: Pricing Form** and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting contract. ATTACHMENT A – Pricing contains a total of ten **(10) categories: Ammunition Pistol (handgun), Ammunition Rifle, Ammunition Shotgun, Ammunition Training, Firearms Pistols (Handgun), Firearms Rifles, Firearms Shotguns, Firearms Optics, Firearms Suppressors, Firearm Parts & Accessories.** A vendor may bid on one (1) or more categories. Vendors shall offer a Manufacturer's Product Line for each category to bid on.

Modification #	Solicitation Section	Current Solicitation Language	Updated Solicitation Language
		Bid non-responsive and result in rejection of Bid. For each product line being offered per category, the Vendor will offer a single percentage discount greater than 0%. Pricing shall also be listed after discount with and without Firearms and Ammunition Excise Tax. The Vendor will demonstrate reasonableness of price by offering the Percentage Discount to North Carolina that is the same or better than provided in a current contract to similarly situated governmental entities (i.e. other State contracts, GSA, NASPO ValuePoint, Veteran's Administration, Department of Defense or other governmental entities). If the Vendor is unable to offer the Percentage Discount to NC that is the same or better than given to other similarly situated governmental entities, Vendor shall include with the response a brief explanation as to why they are unable to do so. The State reserves the right to request further information such as copies of other governmental contracts, to determine the reasonableness of the price offered.	For each Product Line being offered per category, the Vendor will offer a single percentage discount greater than 0%. The Vendor will demonstrate reasonableness of price by offering the Percentage Discount to North Carolina that is the same or better than provided in a current contract to similarly situated governmental entities (i.e. other State contracts, GSA, NASPO ValuePoint, Veteran's Administration, Department of Defense or other governmental entities). If the Vendor is unable to offer the Percentage Discount to NC that is the same or better than given to other similarly situated governmental entities, Vendor shall include with the response a brief explanation as to why they are unable to do so. The State reserves the right to request further information such as copies of other governmental contracts, to determine the reasonableness of the price offered.
5	4.6 Defective Products	In the event a product is found to be defective, Vendor agrees to replace the item immediately, within the same delivery time frame at no additional charge to the State.	The intent of the contract is to procure new, unused products, free from defects. If upon inspection of product, a defect has been determined, the Buying Entity shall have the option to cancel it (Section 4.16) for replacement equipment that is new and free of defect or utilize the Warranty (Section 4.10) to replace defective parts.
6	4.7 Product Recall	Vendor expressly assumes full responsibility for prompt notification to the Contract Manager at the State's Division of Purchase & Contract of any product recall in accordance with the applicable State or Federal regulations. The Vendor shall support the Contract Manager in necessary follow-up with State	Vendor expressly assumes full responsibility for prompt notification to the Contract Manager at the State's Division of Purchase & Contract of any product recall in accordance with the applicable State or Federal regulations. The Vendor shall support the Contract Manager in necessary follow-up with State entities that have purchased recalled

Modification #	Solicitation Section	Current Solicitation Language	Updated Solicitation Language
		entities that have purchased recalled products to replace, at no cost to the State, any such products promptly.	products to remedy defect or replace as appropriate, at no cost to the State, such products promptly.
7	4.12 Vendor's Published Catalog & Lists, paragraph 1, and 2, and 3	As a result of this Contract, Vendors shall provide its entire catalog of products. By definition, a Vendor's catalog as a result of this effort, is a Vendor's full line of products within the awarded scope that is consistent with what is offered on its punch-out catalog site. The State deems the right to determine the completeness of the coverage of a Vendor's catalog. **The Vendor's catalog must be submitted with its bid by uploading in section 6.11 of the Ariba Network Sourcing Tool.** Altered, or unpublished, price lists/literature may subject your bid to rejection. The Vendor is advised that literature, questionnaires, and other data submitted in response to a previous IFB, or other inquiry will not suffice for the above requirement. Failure to include such information shall be a sufficient basis for rejection of the Vendor's bid. The Vendor shall, where applicable, provide the following information, at a minimum, on the proposed products:	As a result of this Contract, Vendors shall provide its entire catalog of products for each category offered. By definition, a Vendor's catalog as a result of this effort, is a Vendor's full line of products within the awarded scope that is consistent with what is offered on its punch-out catalog site, per category. Itemized pricing shall also be listed after percentage discount with and without Firearms and Ammunition Excise Tax. The State deems the right to determine the completeness of the coverage of a Vendor's catalog. **The Vendor's catalog must be submitted with its bid by uploading in section 6.11 of the Ariba Network Sourcing Tool.** The Vendor is advised that literature, questionnaires, and other data submitted in response to a previous IFB, or other inquiry will not suffice for the above requirement. Failure to include such information shall be a sufficient basis for rejection of the Vendor's bid. The Vendor shall, where applicable, provide the following information, at a minimum, on the proposed products:
8	4.16 Return Policy	Vendor shall accept merchandise returns from Buyers for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to Buyers, whichever a Buyer requests, within thirty (30) business days on all returns of an ordered product that (1) is a stock item in original packaging and in re-sellable conditions; (2) is not a specialty or customized item; (3) is defective or damaged; (4) is a return of an incorrect product shipped; (5) results from a Vendor order entry error; or (6) is non-conforming due to any other cause reasonably assumed to be the fault of the Vendor.	Vendor shall accept merchandise cancelations from Buyers for a period of thirty (30) business days after delivery. Vendor shall provide full refund to Buyers, within thirty (30) business days on all cancelations of an ordered product that (1) is a stock item in original packaging and in re-sellable conditions; (2) is defective or damaged; (4) is a return of an incorrect product shipped; (5) results from a Vendor order entry error; or (6) is non-conforming due to any other cause reasonably assumed to be the fault of the Vendor.
9	4.22 Training	If needed, training shall be coordinated between the ordering Buying Entity and the awarded Vendor. The Buying Entity shall contact the Vendor to arrange training as needed. Vendors may need to	If needed, training shall be coordinated by the awarded Vendor, with the manufacturer and the Buying Entity. The Buying Entity shall contact the Vendor to arrange training with the manufacturer, as needed. Manufacturers

Modification #	Solicitation Section	Current Solicitation Language	Updated Solicitation Language
		provide the following training upon request from the ordering Agency. • Basic operator training program to Instructor Level Staff • Armor Level Training, certifying Armorers per the awarded manufacturer's requirements for certification. • On-going recertification of the previously trained Armorers as per the awarded manufacturer's requirements. All training shall be provided by an authorized factory trained manufacturer's representative. The manufacturer shall provide all literature and training material required.	may need to provide the following training upon request from the ordering Agency. • Basic operator training program to Instructor Level Staff • Armor Level Training, certifying Armorers per the awarded manufacturer's requirements for certification. • On-going recertification of the previously trained Armorers as per the awarded manufacturer's requirements. All training shall be provided by an authorized factory trained manufacturer representative. The manufacturer shall provide all literature and training material required. Any resulting training will be separate and apart from the STC and the manufacturer should provide a quote to the Buying Entity. Optional Value-Added Training pricing can be included on Attachment A: Pricing, under Tab for Value Added Services. This optional pricing will not be included in the evaluation.
10	5.0 Scope of Work and Specifications	Category # Description 1 Ammunition 2 Firearms, Parts, Accessories and Supplies	**Category # Description** 1 Ammunition Pistol (Handgun) 2 Ammunition Rifle 3 Ammunition Shotgun 4 Ammunition Training 5 Firearms Pistol (handgun) 6 Firearms Rifle 7 Firearms Shotgun 8 Firearm Optics 9 Firearm Suppressors 10 Firearms Accessory/Parts
11	Bid Opening Date and Time	March 28, 2024, at 2:00 PM ET	April 10, 2024, at 2:00 PM ET Microsoft Teams meeting **Join on your computer, mobile app or room device** Click here to join the meeting Meeting ID: 288 399 389 097 Passcode: xy9Veg Download Teams | Join on the web

2. The following are questions received about the Solicitation and the State's response to those questions:

Question #	Document Section	Vendor Question	State's Response
1	4.5 Delivery	The current contract states that any department ordering three cases of ammo or more would receive free shipping. Is that still going to be part of the contract requirements on this new contract? Same question above also applies to firearms as well. As the current contract states the same for ordering one firearm equals free shipping.	See Section 4.1 Paragraph 1. All pricing for individual orders of ammunition or firearms should be inclusive of all applicable charges.
2	Section 3.0, sub-section 3.1	If a manufacturer does not/cannot offer an actual commercial MSRP list (i.e.-for items/lines only available to government/law enforcement as some of these manufacturers have) what are we to submit in lieu of an actual "MSRP" price list?	See Section 3.1 Paragraph 3: If the manufacturer does not offer a published MSRP price catalog, the Vendor will have the manufacturer generate an Excel MSRP Price List Spreadsheet. The manufacturer will certify in writing, on company letterhead signed by a manufacturer's authorized representative, that the Vendor is an authorized distributor and the MSRP pricing referenced for this bid is also certified by the manufacturer.
3	Section 4.0, sub-section 4.1, paragraph 4	If unable to offer percentage off of a non-existent/not published commercial MSRP list by a manufacturer, will a dollar amount per specific portions of a line be acceptable (i.e.-a specific dollar amount off of each unit/item of manufacturer's agency direct pricing schedule vice)?	See response to Question #2.
4	IFB Attachment A, column D	Regarding the source document required from manufacturers to establish their MSRP pricing, some do not publish a comprehensive MSRP list. If a manufacturer does not offer an MSRP list, will an official letter from the manufacturer stating that they do not have a public catalog suffice/be acceptable for submission/upload?	See response to Question #2.
5	Section 4.0, subsection 4.12, subsection 6.11 Ariba Sourcing Tool	Due to conflict with manufacturers' binding authorized distributor or dealer representation agreements, there can be non-compete issues for authorized distributors due to product overlap if bidding an entire line vice portions not in competition with all or	See Section 1 of Addendum, Modification #1 and Modification #10.

Question #	Document Section	Vendor Question	State's Response
		portions of another manufacturer lines. To avoid that possibility, when responding with a manufacturers line, must it be a complete catalog vice just specific portions broken down by segment (i.e.-rifles, shotguns, pistols, or firearms restricted to sworn Law Enforcement Agency sale/use only?	
6	Section 2.7	There are two "portals" seen in the solicitation: eVP and SAP Ariba Commerce Cloud account. As the solicitation explains, we are to respond through the Ariba Sourcing Event. If that is the case, what role, if any, does eVP play regarding this solicitation?	The electronic vendor portal (eVP) system is designed to provide vendors the ability to register and manage vendor accounts, as an administrative functions of the system. Ariba Sourcing is the system the allows vendors to respond to solicitations, within the Ariba Sourcing Event. In summary, eVP facilitates the entire process of posting, viewing, and responding to solicitations, ensuring transparency and efficiency in procurement activities.
7	Section 4.0, subsection 4.22	Distributors (vendors) are not equipped to provide firearms training. This must go through the manufacturer's training entity (i.e.-Glock Professional). Can the wording be changed in 4.22 to "distributor will coordinate with manufacturer to arrange training through manufacturer authorized training group (i.e.-Glock Professional, Benelli USA.c..)?	See Section #1 of Addendum, Modification #9.
8	Section 4.0, subsection 4.22	Does this indicate in any way, shape or form that the vendor will be liable for the associated costs of product training?	See Section #1 of Addendum, Modification #9.
9	Section 3.3	Is previous North Carolina State Contract compliance a deciding factor in bid award in the case of a "tie"?	No, not in the case of a tie.
10	Section 4.0, subsection 4.21	As an addendum, can the wording be changed from "Vendor to maintain multiple dealers" to read similar to "Manufacturers to maintain multiple distributors or dealers"? This makes things clearer as LE distributors do not, as far as anyone has ever seen, use 3rd party "dealers" as part of their distribution or order fulfillment.	The intent of this section is to allow for the "option" of the awarded vendor providing designation of authorized dealers. If this is not an option, select "No", and it will not apply. For those vendors that select "Yes", a list of the Authorized Dealers will have to be provided. Any resulting list will be confirmed by way of details provided in the Section 4.9 Authorized Reseller's Attached Manufacturer's Authority.

Question #	Document Section	Vendor Question	State's Response
11		It is the states preference, and the possibility, on this solicitation for the manufacturers to respond directly to the solicitation with a list of authorized distributors, correct? * The burden will fall on the manufacturers to make sure both distribution and mfg are within compliance (performance wise)?	Yes, manufacturers are welcome to provide a response to the solicitation, with a list of Authorized Dealers (Section 4.21). Also, resellers are welcome to provide response to the solicitation, with confirmation of authorization to resell (Section 4.9). In both cases, the burden of ensuring compliance relies on responding vendor.
12		If the answer to question 1 is "Yes". The EP Fee will be handled directly with the manufacturer OR is the responsibility with the authorized distributor that the purchase order was issued to? * To note - manufacturers manage the EP fee but it is easier to track if Dist. Pays directly on the PO in case they discount further. This information may not be available to manufacturing.	The payment of the EP Fee with be the responsibility of the vendor receiving the Purchase Order through EP system.
13		Many of the manufacturers may have accessory product lines on their price list including but not limited to: Optics, apparel, and/or suppressors. The contract specifies that we cannot create a price list specifically for this solicitation. However, those auxiliary item categories could prohibit deeper discounts on firearms or ammunition to the state for what the solicitation is seeking. If a manufacturer falls into this category, can we submit a modified price list that redacts certain SKUs but maintains advertised MSRP? * An alternative would be if we could list 2 discounts. 1 on "Core items" and 1 on "Accessories and parts"	See Section 1 of Addendum, Modification #3 and Modification #4.
14		I would request that the state considers posting answers with an addendum to include a 48-hour window for follow up questions with a slightly postponed bid opening.	No. The State will not post an addendum to allow vendors to submit additional questions.
15	Section 1.1 CONTRACT TERM	We respectfully request that the final sentence of Section 1.1 of the IFB be amended to read: o "At the end of the Contract's initial term the contract may be extended for	The clause is intended to allow the State and awarded Vendor an opportunity to extend beyond the indicated contract term. Any extension will require an Amendment to document and detail agreement of

Question #	Document Section	Vendor Question	State's Response
		an additional term upon mutual written agreement of the State and Vendor." o In the alternative, if the State cannot make this change, can you please clarify whether: (1) this clause is intended to allow the State to unilaterally extend the contract, (2) if so, the term length that the State will have the authority to extend the contract for, and (3) whether Vendor will have an opportunity to update pricing for any contract extension period?	extended contract term and any additional modifications.
16	Section 3.1 METHOD OF AWARD	Defense items are considered a custom order and do not have an MSRP price list. o Will a failure to submit a MSRP price list disqualify us from consideration.	See response to Question #2.
17	Section 4.1 PRICING	Respectfully request the State modify Attachment A – Pricing form clarifying the pricing discount **with and without** Firearms and Ammunition Excise Tax.	See Section 1 of Addendum, Modification #4 and Modification #7.
18	Section 4.3 PRODUCT IDENTIFICATION	Respectfully requests the State modify ITB #: DPC-983753040 to include suppressors and optics.	See Section 1 of Addendum, Modification #10.
19	Section 4.6 DEFECTIVE PRODUCTS	Respectfully requests that Section 4.6 Defective Products be amended to read: In the event a product is found to be defective, Vendor agrees to repair or replace the item, in accordance with the terms of the provided warranty."	See Section 1 of the Addendum, Modification #5.
	Section 4.7 PRODUCT RECALL	Respectfully requests that the last sentence of Section 4.7 Product Recall be amended to read: The Vendor shall support the Contract Manager in necessary follow-up with State entities that have purchased recalled products to adjust or replace as appropriate, at no cost to the State, such products promptly."	See Section 1 of the Addendum, Modification #6.

Question #	Document Section	Vendor Question	State's Response
	Section 4.15 SUSTAINIBILITY EFFORT	Respectfully requests further explanation on what the State is requesting and requiring in this section.	The State is requesting that vendors provide how the manufacturer products provide for sustainability efforts, related to product packaging and products, to include any sustainability attributes, such as any green initiative certifications, recycled content percentages, or other sustainability features, related to this industry.
	Section 4.16 RETURN POLICY	We understand the requested return policy. Firearms are difficult to accept on a return basis due to the serial number transactions and legal requirements. We are happy to provide a no penalty cancellation policy within 30 days of shipment to provide the Government protection in the event firearms are no longer wanted, which we believe covers item 4.16(1), all items delivered under this contract will be built to order so would qualify as a custom order subject to 4.16(2) and therefore be unreturnable. Our warranty policy, provided in as part of this bid submission, will cover any defective, damaged, or otherwise erroneous material (4.1(3)-(6)).	See section 1 of Addendum, Modification #8.
	Section 4.22 TRAINING	We offer a variety of training options to Law Enforcement agencies. Training and pricing can vary depending on department requirements and is difficult to quote as the total cost. We respectfully request the State modify Attachment A – Pricing form to include: o A column to input each course name and course description. o A column to input number of days each course will require for certification. o A column to add specific pricing for each training course offered to comply with the requirements listed in Section 4.22.	See Section 1 of Addendum, Modification #9.

Check **ONLY ONE** of the following options and return one properly executed copy of this Addendum prior to the Solicitation opening time and date.

☐ A response was submitted prior to this Addendum. An updated response has been submitted to address the changes resulting from this Addendum.

☐ A response was submitted prior to this Addendum. **NO CHANGES have resulted** from this Addendum.

☑ A response was <u>**not**</u> submitted prior to this Addendum. **ANY CHANGES resulting** from this Addendum are included in our response.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

Authorized Signature

4/9/21
Date

JAMES PANTER
Printed Name

REGIONAL GENERAL MANAGER
Title

Group 35200, Award 23155
Firearms, Ammunition and Less Lethal Products (Statewide)

Contractor: Safariland, LLC
Contract Number: PC68737
March 2023

Attachment A - Pricing Form

Vendor Name: Dana Safety Supply

Category	
1 - Ammunition Pistol (Handgun)	6 - Firearms Rifles
2 - Ammunition Rifle	7 - Firearms Shotguns
3 - Ammunition Shotgun	8 - Firearms Optics
4 - Ammunition Training	9 - Firearms Suppressors
5 - Firearms Pistol (Handgun)	10 - Firearms Accessory/Parts

				VOLUME DISCOUNTS	
Category	Manufacturer's Name	Manufacturer's Product Line	% Discount from List Price/MSRP	Amount for Volume Discount(s)	% Volume Discount(s)
1. Ammunition Pistol (Handgun)	Winchester		44.00%		
2. Ammunition Rifle	Winchester		44.00%		
3. Ammunition Shotgun	Winchester		44.00%		

WINCHESTER
AMMUNITION

MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST

RANGER

MSRP

CALIBER/GAUGE	SYMBOL	BRAND	BOX UPC	CASE UPC	DESCRIPTION	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CS	ROUNDS PER CASE	ROUNDS PER BOX	PRICE W/O FET /CASE
9MM LUGER	RA9115HP+	RANGER	020892203242	020892209268	115 gr. Jacketed Hollow Point +P+	14	200	2880	10	500	50	$ 320.90
9MM LUGER	RA9124TP	RANGER	020892214248	020892214255	124 gr. Jacketed Hollow Point +P T-Series	15	200	2980	10	500	50	$ 365.30
9MM LUGER	RA9B	RANGER	020892214736	020892214743	147 gr. Bonded	14	200	2880	10	500	50	$ 477.40
9MM LUGER	RA9B1	RANGER	020892226791	020892226807	147 gr. Bonded	17	200	3480	10	500	50	$ 561.50
9MM LUGER	RA9BA	RANGER	020892214712	020892214729	124 gr. Jacketed Hollow Point Bonded	15	200	3080	10	500	50	$ 477.40
9MM LUGER	RA9T	RANGER	020892210462	020892210479	147 gr. Jacketed Hollow Point T-Series	14	200	2880	10	500	50	$ 361.20
9MM LUGER	RA9TA	RANGER	020892212534	020892212541	127 gr. Jacketed Hollow Point T-Series	16	200	3280	10	500	50	$ 367.30
9MM NATO	RA9124N	RANGER	020892203235	020892209275	124 gr. Full Metal Case	16	200	3280	10	500	50	$ 268.30
12 GAUGE	RA1200	RANGER	020892009707	020892009721	12 Gauge 2 3/4 inches 9 pellets Ranger Buckshot Load	29	104	3096	10	250	25	$ 353.30
12 GAUGE	RA12005	RANGER	020892013599	020892013605	12 Gauge 2 3/4 inches 9 pellets Ranger Buckshot Load	26	72	1952	50	250	5	$ 340.00
12 GAUGE	RA12008	RANGER	020892013032	020892013049	12 Gauge 2 3/4 inches 8 pellets Ranger Buckshot Load	24	104	2597	10	250	25	$ 353.30
12 GAUGE	RA120085	RANGER	020892013575	020892013582	12 Gauge 2 3/4 inches 8 pellets Ranger Buckshot Load	26	72	1952	50	250	5	$ 340.00
12 GAUGE	RA1200HD	RANGER	020892015678	020892015685	12 Gauge 2 3/4 inches 9 pellets Ranger Buckshot Load	27	104	2862	10	250	25	$ 378.00
12 GAUGE	RA12RS15	RANGER	020892010963	020892010970	12 Gauge 2 3/4 inches Ranger Rifled Slug	26	72	1916	50	250	5	$ 364.00
12 GAUGE	RA12RS15S	RANGER	020892020481	020892020498	12 Gauge 2 3/4 inches Ranger Segmenting Slug	26	72	1916	50	250	5	$ 389.00
38 SPECIAL +P	RA38110HP+	RANGER	020892203211	020892209244	110 gr. Jacketed Hollow Point +P+	15	160	2480	10	500	50	$ 427.70
38 SPECIAL +P	RA38B	RANGER	020892218192	020892218208	130 gr. Jacketed Hollow Point Bonded	16	160	2640	10	500	50	$ 508.60
308 WINCHESTER	RA3085	RANGER	20892221673	20892221680	150 gr. Ranger Patrol	11	153	1763	10	200	20	$ 364.60
308 WINCHESTER	RA308B	RANGER	020892229853	020892229860	168 gr. Bonded	12	153	1916	10	200	20	$ 658.50
308 WINCHESTER	RA308M	RANGER	20892207165	20892232440	168 HPBT SU MATCH	12	153	1928	10	200	20	$ 512.90
357 SIG	RA357SB	RANGER	020892214750	020892214767	125 gr. Jacketed Hollow Point Bonded	16	140	2250	10	500	50	$ 646.50
357 SIG	RA357SIGT	RANGER	020892211568	020892211575	125 gr. Jacketed Hollow Point T-Series	16	140	2250	10	500	50	$ 544.10
380 AUTOMATIC	RA380T	RANGER	020892212510	020892212527	96 gr. Jacketed Hollow Point T-Series	12	200	2480	10	500	50	$ 401.60
40 SMITH & WESSON	RA40180HP	RANGER	020892203259	020892209114	180 gr. Jacketed Hollow Point	21	140	3020	10	500	50	$ 365.70

WINCHESTER
AMMUNITION

MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST
RANGER

MSRP

CALIBER/GAUGE	SYMBOL	BRAND	BOX UPC	CASE UPC	DESCRIPTION	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CS	ROUNDS PER CASE	ROUNDS PER BOX	PRICE W/O FET /CASE
40 SMITH & WESSON	RA40B	RANGER	020892214798	020892214804	180 gr. Bonded	21	140	2950	10	500	50	$ 527.90
40 SMITH & WESSON	RA40BA	RANGER	020892214774	020892214781	165 gr. Jacketed Hollow Point Bonded	21	140	2950	10	500	50	$ 527.90
40 SMITH & WESSON	RA40B1	RANGER	020892226814	020892226821	180 gr. Bonded	21	140	3020	10	500	50	$ 649.50
40 SMITH & WESSON	RA40T	RANGER	020892210080	020892210097	180 gr. Jacketed Hollow Point T-Series	21	140	3020	10	500	50	$ 416.70
40 SMITH & WESSON	RA40TA	RANGER	020892212497	020892212503	165 gr. Jacketed Hollow Point T-Series	21	140	2950	10	500	50	$ 416.10
45 AUTOMATIC	RA45B	RANGER	020892214811	020892214828	230 gr.Bonded	26	140	3650	10	500	50	$ 618.90
45 AUTOMATIC	RA45B1	RANGER	020892226838	020892226845	230 gr.Bonded	24	140	3370	10	500	50	$ 745.70
45 AUTOMATIC	RA45T	RANGER	020892210448	020892210455	230 gr. Jacketed Hollow Point T-Series	26	140	3650	10	500	50	$ 463.70
45 AUTOMATIC	RA45TP	RANGER	020892213272	020892213289	230 gr. Jacketed Hollow Point T-Series +P	26	140	3720	10	500	50	$ 480.80
45 GAP GLOCK AUTOMATIC	RA45GB	RANGER	020892217485	020892217492	230 gr.Bonded	26	140	3650	10	500	50	$ 709.00
223 REM/556 NATO	RA556B	RANGER	020892218666	20892218673	5.56mm 64 grain Ranger Bonded Solid Base	31	91	2901	50	1000	20	$ 2,381.00
223 REM/556 NATO	RA556M	RANGER	020892220393	20892220409	5.56mm 77 grain Match BTHP	35	91	3265	50	1000	20	$ 1,813.50
223 REM/556 NATO	RA223BSTAY	RANGER	020892214187	020892223899	55 gr. Supreme® Ballistic Silvertip™	7	170	1236	50	1000	20	$ 1,794.00
223 REM/556 NATO	RA223MY	RANGER	020892213319	020892223905	69 gr. Match Hollow Point Boattail	7	170	1236	50	1000	20	$ 1,727.00
223 REM/556 NATO	RA223RY	RANGER	020892213333	020892223912	55 gr. Pointed Soft Point	6	170	1168	50	1000	20	$ 1,343.00
223 REM/556 NATO	RA223R2Y	RANGER	020892213357	020892223929	64 gr. Power-Point Knurl	7	170	1202	50	1000	20	$ 1,269.00
223 REM/556 NATO	RA556M855K	RANGER	020892217720	020892216617	62 gr. Penetrator M855	31	91	2901	50	1000	20	$ 1,153.50

WINCHESTER
AMMUNITION

MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE
FRANGIBLE

MSRP

CALIBER/GAUGE	SYMBOL	BRAND	BOX UPC	CASE UPC	GAUGE	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CS	ROUNDS/ CASE	ROUNDS/ BOX	PRICE W/O FET /CASE
5.56 MM	USA556JF	Winchester	20892219816	020892219823	5.56MM 50 gr JF	29	91	2719	50	1000	20	$ 1,519.00
9MM LUGER	RA9SF	Ranger	020892214064	020892214071	100 gr. Frangible SF™	13	200	2680	10	500	50	$ 479.80
9MM LUGER	RA9SF1	Ranger	020892214262	020892214279	90 gr. Frangible SF™	13	200	2580	10	500	50	$ 458.40
9MM LUGER	USA9F	Winchester	020892230132	020892230149	90 Cesaroni LF	12	200	2480	10	500	50	$ 439.00
12 GAUGE	RA1200SF	Ranger	020892016156	020892016163	12 Gauge 2 3/4 inch Frangible Sh	22	104	2342	10	250	25	$ 827.10
12 GAUGE	RA12RSSF	Ranger	020892016118	020892016125	12 Gauge 2 3/4 inch Frangible Sh	22	104	2394	10	250	25	$ 1,023.50
40 SMITH & WESSON	RA40SF	Ranger	020892214101	020892214118	135 gr. Frangible SF™	16	140	2250	10	500	50	$ 665.50
45 AUTO	RA45SF	Ranger	020892214200	020892214217	45 AUTO +P 175 gr. Sinterfire	21	140	3020	10	500	50	$ 795.30
45 GAP GLOCK AUTO	RA45GSF	Ranger	020892214699	020892214705	45 G.A.P. 175 gr. Sinterfire	24	140	3440	10	500	50	$ 925.40
223 REMINGTON	RA223SFY	Ranger	020892214224	020892223936	223 REM - 55 gr. - Sinterfire	7	170	1202	50	1000	20	$ 1,704.00
357 SIG	RA357SSF	Ranger	020892214088	020892214095	100 gr. Frangible SF™	13	140	1900	10	500	50	$ 699.80

WINCHESTER
AMMUNITION

MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST
SHOTSHELL

MSR

CATEGORY	GAUGE	SYMBOL	LEAD FREE	Brand	DESCRIPTION	BOX UPC	CASE UPC	SHOT SIZE	LENGTH (INCH)	VEL (FPS)	DRAM EQIV	OZ SHOT SLUG WT/ # PELLETS	BX/ CS	RNDS /CS	RNDS/ BOX	PRICE W/O FET /CASE
TARGET	12 GAUGE	AAM127		AA®	Heavy Target	020892004344	020892004764	7-1/2	2-3/4	1200	3	1-1/8	10	250	25	$224.40
TARGET	12 GAUGE	AAM128		AA®	Heavy Target	020892004351	020892004771	8	2-3/4	1200	3	1-1/8	10	250	25	$224.40
TARGET	12 GAUGE	AA127		AA®	Light Target	020892004412	020892004832	7-1/2	2-3/4	1145	2-3/4	1-1/8	10	250	25	$224.40
TARGET	12 GAUGE	AA128		AA®	Light Target	020892004429	020892004849	8	2-3/4	1145	2-3/4	1-1/8	10	250	25	$224.40
TARGET	12 GAUGE	AAL127		AA®	Xtra-Lite™	020892004528	020892004900	7-1/2	2-3/4	1180	2-3/4	1	10	250	25	$215.80
TARGET	12 GAUGE	AAL128		AA®	Xtra-Lite™	020892004535	020892004917	8	2-3/4	1180	2-3/4	1	10	250	25	$215.80
TARGET	12 GAUGE	AA12FL8		AA®	Low Recoil	020892011250	020892011267	8	2-3/4	980	1 3/4	26 gm	10	250	25	$221.00
TARGET	20 GAUGE	AAH208		AA®	Heavy Target	020892009622	020892009639	8	2-3/4	1165	2-1/2	1	10	250	25	$212.00
TARGET	20 GAUGE	AA208		AA®	Target	020892004443	020892004863	8	2-3/4	1200	2-1/2	7/8	10	250	25	$204.00
TARGET	12 GAUGE	TRGT12M7		Super-X®	Super Target™	020892016194	020892016200	7-1/2	2-3/4	1200	3	1-1/8	10	250	25	$183.20
TARGET	12 GAUGE	TRGT12M8		Super-X®	Super Target™	020892016217	020892016224	8	2-3/4	1200	3	1-1/8	10	250	25	$183.20
TARGET	12 GAUGE	TRGT127		Super-X®	Super Target™	020892016231	020892016248	7-1/2	2-3/4	1145	2-3/4	1-1/8	10	250	25	$183.20
TARGET	12 GAUGE	TRGT128		Super-X®	Super Target™	020892016255	020892016262	8	2-3/4	1145	2-3/4	1-1/8	10	250	25	$183.20
SLUG RIFLED	12 GAUGE	X12RS15		Super-X®	Foster Slug	020892000414	020892005976		2-3/4	1600		1	50	250	5	$359.00
BUCKSHOT	12 GAUGE	XB1200		Super-X®	Buffered Shot	020892007079	020892007208	00 Buck	2-3/4	1325		9 Pellets	50	250	5	$340.00
BUCKSHOT	12 GAUGE	XB121		Super-X®	Buffered Shot	020892007093	020892007222	1 Buck	2-3/4	1250		16 Pellets	50	250	5	$484.00
BUCKSHOT	12 GAUGE	XB124		Super-X®	Buffered Shot	020892007109	020892007239	4 Buck	2-3/4	1325		27 Pellets	50	250	5	$463.50
GAME	12 GAUGE	XU126		Super-X®	Game	020892013230	020892013247	6	2-3/4	1290	3-1/4	1	10	250	25	$180.10
GAME	12 GAUGE	XU127		Super-X®	Game	020892013254	020892013261	7-1/2	2-3/4	1290	3-1/4	1	10	250	25	$180.10
GAME	12 GAUGE	XU128		Super-X®	Game	020892013278	020892013285	8	2-3/4	1290	3-1/4	1	10	250	25	$180.10
GAME	12 GAUGE	XU12H4		Super-X®	Heavy Game	020892013155	020892013162	4	2-3/4	1255	3-1/4	1 1/8	10	250	25	$187.60
GAME	12 GAUGE	XU12H6		Super-X®	Heavy Game	020892013179	020892013186	6	2-3/4	1255	3-1/4	1 1/8	10	250	25	$186.30
GAME	12 GAUGE	XU12H7		Super-X®	Heavy Game	020892013193	020892013209	7-1/2	2-3/4	1255	3-1/4	1 1/8	10	250	25	$186.30
GAME	12 GAUGE	XU12H8		Super-X®	Heavy Game	020892013216	020892013223	8	2-3/4	1255	3-1/4	1 1/8	10	250	25	$186.30

WINCHESTER
AMMUNITION

MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST
RIFLE

MSRP

CALIBER	SYMBOL	LEAD FREE	BRAND	BOX UPC	CASE UPC	WT GRS	DESCRIPTION	CUBIC INCH CASE	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CASE	RDS/ CASE	RDS/ BOX	PRICE W/O FET /CASE
5.56 MM	Q3131K		Winchester	020892201880	020892205444	55	55 gr. Full Metal Jacket	617	29	91	2719	50	1000	20	$920.00
5.56 MM	USA556JF		USA	020892219816	020892219823	50	5.56MM 50 JF	617	29	91	2719	50	1000	20	$1,519.00
5.56 MM	WM193150		USA	020892225008	020892225015	55	5.56MM 55 gr FMJ USA LC Value	473	16	120	2000	4	600	150	$547.40
5.56 MM	WM1931000		USA	020892225084	020892225091	55	5.56MM 55 gr FMJ USA LC Value	485	54	48	2672	1	1000	1000	$893.47
5.56 MM	WM855K		USA	020892228474	020892228498	62	5.56MM 62 gr FMJ USA LC Value	522	31	91	2901	50	1000	20	$953.50
6.5 CREEDMOOOR	S65CM		Match	020892220713	020892220720	140	140 gr. Boattail Hollowpoint	412	13	153	2069	10	200	20	$438.50
6.5 CREEDMOOOR	S65LR		Expedition Big Game Long Range	020892223288	020892223295	142	142 gr.Accubond® LR®	412	13	153	2069	10	200	20	$644.40
6.5 CREEDMOOOR	X65DS		Deer Season XP™	020892223103	020892223110	125	125 gr. Extreme Point™ Polymer Tip	412	13	153	2069	10	200	20	$370.80
6.5 CREEDMOOOR	USA65CM		USA	020892224544	020892224551	125	125 gr. Open Tip USA	412	13	153	2069	10	200	20	$371.00
7.62 X 39MM RUSSIAN	X76239		Super-X®	020892202146	020892207141	123	123 gr. Power Point ®	359	10	170	1746	10	200	20	$457.90
7.62 X 39MM RUSSIAN	Q3174		USA	020892201903	020892207158	123	123 gr. Full Metal Jacket	359	10	170	1712	10	200	20	$325.80
223 REMINGTON	USA223R1K		Winchester	020892213111	020892213128	55	55 gr. Full Metal Jacket	684	29	91	2719	50	1000	20	$921.00
223 REMINGTON	USA223R3		USA	020892213135	020892213142	62	62 gr. Full Metal Jacket	617	30	91	2810	50	1000	20	$1,129.00
223 REMINGTON	W223150		USA	020892224988	020892224995	55	223 Rem 55 gr FMJ USA Value	473	16	120	2000	4	600	150	$547.40
223 REMINGTON	W2231000		USA	020892225060	020892225077	55	223 Rem 55 gr FMJ USA Value	485	53	48	2624	1	1000	1000	$893.47
300 BLACKOUT	X300BLKX		Super X® Subsonic Expanding	020892223325	020892223332	200	200 gr Subsonic Expanding Hollowpoint	359	12	170	2120	10	200	20	$310.20
300 BLACKOUT	X300BLKDS		Deer Season XP™	020892222670	020892222687	150	150 gr. Extreme Point™ Polymer Tip	359	11	170	1950	10	200	20	$289.30
300 BLACKOUT	SUP300BLK		Super Suppressed	020892224483	020892224490	200	300 Blackout 200 gr Super Suppressed	359	12	170	2120	10	200	20	$287.10
300 BLACKOUT	USA300BLK		USA	020892224568	020892224575	125	300 Blackout 125 gr Open Tip USA	359	11	170	1950	10	200	20	$283.60
300 BLACKOUT	USA300BLKX		USA	020892224582	020892224599	200	300 Blackout 200 gr Open Tip USA	359	12	170	2120	10	200	20	$283.60
308 WINCHESTER	SBST308A		Ballistic Silvertip®	020892210363	020892210370	168	168 gr. Ballistic Silvertip®	412	13	153	2008	10	200	20	$522.70
308 WINCHESTER	SBST308		Ballistic Silvertip®	020892210349	020892210356	150	150 gr. Ballistic Silvertip®	412	12	153	1916	10	200	20	$518.40
308 WINCHESTER	S308M		Match	020892205512	020892210646	168	168 gr. Sierra MatchKing™ BTHP	412	13	153	2038	10	200	20	$480.10
308 WINCHESTER	X3085		Super-X®	020892200395	020892205239	150	150 gr. Power-Point®	412	12	153	1947	10	200	20	$361.00

WINCHESTER
AMMUNITION

MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST
RIFLE

MSRP

CALIBER	SYMBOL	LEAD FREE	BRAND	BOX UPC	CASE UPC	WT GRS	DESCRIPTION	CUBIC INCH CASE	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CASE	RDS/ CASE	RDS/ BOX	PRICE W/O FET /CASE
308 WINCHESTER	USA3081		Winchester	020892212633	020892212640	147	147 gr. Full Metal Jacket Boat Tail	412	12	153	1855	10	200	20	$338.40
308 WINCHESTER	X308SUBX		Super X® Subsonic Expanding	020892223301	020892223318	185	185 gr Subsonic Expanding Hollowpoint	412	13	153	2069	10	200	20	$367.60
350 LEGEND	X3501BP		Power Max Bonded®	020892226302	020892226319	TBD	gr. TBD Power Max Bonded®	359	10	170	1746	10	200	20	$382.80
350 LEGEND	SUP350		Super Suppressed	020892226241	020892226258	TBD	gr. TBD Open Tip USA	359	10	170	1746	10	200	20	$307.30
350 LEGEND	X3501		Super Suppressed	020892226241	020892226258	TBD	gr. TBD Open Tip USA	359	10	96	1021	10	200	20	$348.80
350 LEGEND	USA3501		USA	020892226203	020892226210	145	145 gr. FMJ USA	359	9	96	944	10	200	20	$250.60
338 LAPUA	S338LCT		Expedition Big Game	020892220058	020892220065	300	300 gr. Accubond® CT®	668	21	96	2068	10	200	20	$1,682.10
338 LAPUA	S338LM		Match	020892220034	020892220041	250	250 gr. Boat Tail Hollow Point	668	22	96	2206	10	200	20	$1,660.00

WINCHESTER AMMUNITION

MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST
HANDGUN

msrp

CALIBER	SYMBOL	LEAD FREE	BRAND	BOX UPC	CASE UPC	WT GRS	DESCRIPTION	CUBIC INCH CASE	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CASE	RDS/	RDS/ BOX	PRICE W/O FET /CASE
9MM LUGER	WC93		Super-X®	020892213012	020892213029	147	147 gr. WinClean®	314	16	200	3280	10	500	50	$ 288.30
9MM LUGER	WC92		Super-X®	020892212992	020892213005	124	124 gr. WinClean®	314	15	200	2980	10	500	50	$ 282.80
9MM LUGER	WC91		Super-X®	020892211605	020892211612	115	115 gr. WinClean®	314	14	200	2880	10	500	50	$ 277.30
9MM LUGER	WIN9S		USA Forged	020892222151	020892222168	115	115 gr. FMJ- Brass Jacketed Lead Core	400	27	120	3320	5	750	150	$ 372.95
9MM LUGER	WIN9SV		USA Forged	020892224148	020892224155	115	115 gr. FMJ- Brass Jacketed Lead Core	314	14	200	2800	10	500	50	$ 248.00
9MM LUGER	W9MMLF	LF	Super Clean	020892222755	020892222762	90	90 gr. Zinc FMJ Super Clean NT®	314	11	200	2280	10	500	50	$ 350.60
9MM LUGER	W9MM50		Winchester	020892232594	020892232600	115	115 gr. Full Metal Jacket	284	27	100	2780	20	1000	50	$ 501.80
9MM LUGER	USA9MM1		Winchester	020892212336	020892212343	147	147 gr. Full Metal Jacket - Flat Nose	314	17	200	3480	10	500	50	$ 288.60
9MM LUGER	USA9MM		Winchester	020892212312	020892212329	124	124 gr. Full Metal Jacket	314	16	200	3180	10	500	50	$ 261.30
9MM LUGER	USA9JHP2		Winchester	020892213517	020892213524	147	147 gr. Jacketed Hollow Point	314	17	200	3380	10	500	50	$ 306.70
9MM LUGER	USA9JHP		Winchester	020892213159	020892213166	115	115 gr. Jacketed Hollow Point	314	14	200	2880	10	500	50	$ 284.00
9MM LUGER	Q4172		Winchester	020892201989	020892207882	115	115 gr. Full Metal Jacket	314	15	200	2980	10	500	50	$ 256.90
9MM LUGER	USA9MMVP		Winchester	020892212978	020892212985	115	115 gr. Full Metal Jacket	339	29	105	3125	10	1000	100	$ 505.60
9MM NATO	W9NATO50		Winchester	020892232617	020892232624	124	124 gr. Full Metal Jacket	284	27	100	2780	20	1000	50	$ 519.00
9X23MM WINCHESTER	Q4304		Winchester	020892210905	020892210912	124	124 gr. Jacketed Flat Point	314	16	200	3280	10	500	50	$ 461.10
10MM AUTOMATIC	S10MMPDB		Defender®	020892225558	020892225565	180	180 gr. Bonded Defender™	205	10	288	2960	10	200	20	$ 273.30
10MM AUTOMATIC	USA10MM		USA	020892225534	020892225541	180	180 grain	472	21	140	3020	10	500	50	$ 490.80
10MM AUTOMATIC	W10MMST		Super-X®	020892227811	020892227828	185	185 gr. Silvertip® Hollow Point	205	9	288	2557	10	200	20	$ 226.80
25 AUTOMATIC	Q4203		Winchester	020892201941	020892209527	50	50 gr. Full Metal Jacket	221	7	264	1796	10	500	50	$ 390.40
32 AUTOMATIC	Q4255		Winchester	020892205475	020892209534	71	71 gr. Full Metal Jacket	221	12	264	3248	10	500	50	$ 409.60
32 AUTOMATIC	W32AST		SILVERTIP	020892231566	020892231573	60	32 AUTO SILVERTIP 60 GR JHP	221	12	264	3248	10	500	50	$ 478.70
38 SPECIAL	X38WCPSV		Super-X®	020892201279	020892209480	158	158 gr. Lead Semi-Wad Cutter	383	19	160	3040	10	500	50	$ 396.30

WINCHESTER AMMUNITION

MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST
HANDGUN

MSRP

CALIBER	SYMBOL	LEAD FREE	BRAND	BOX UPC	CASE UPC	WT GRS	DESCRIPTION	CUBIC INCH CASE	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CASE	RDS/	RDS/ BOX	PRICE W/O FET /CASE
38 SPECIAL	X38S1P		Super-X®	020892200180	020892209381	158	158 gr. Lead Round Nose	383	19	160	3040	10	500	50	$ 406.30
38 SPECIAL	X38SMRP		Super-X®	020892201361	020892209435	148	148 gr. Lead Wad Cutter	314	17	200	3480	10	500	50	$ 436.00
38 SPECIAL	WC381		Super-X®	020892211629	020892211636	125	125 gr. WinClean®	383	17	160	2720	10	500	50	$ 323.10
38 SPECIAL	USA38SP		Winchester	020892212299	020892212305	125	125 gr. Jacketed Flat Point	383	16	160	2560	10	500	50	$ 336.20
38 SPECIAL	Q4196		Winchester	020892201934	020892209213	150	150 gr. Lead Round Nose	383	17	160	2800	10	500	50	$ 418.00
38 SPECIAL	Q4171		Winchester	020892201927	020892207875	130	130 gr. Full Metal Jacket	383	17	160	2720	10	500	50	$ 330.10
38 SPECIAL +P	X38S7PH		Super-X®	020892201323	020892209404	125	125 gr. Jacketed Hollow Point	383	17	160	2720	10	500	50	$ 402.30
38 SPECIAL +P	X38SPD		Super-X®	020892201354	020892209442	158	158 gr. Lead Hollow Point Semi-Wad Cutter	383	20	160	3200	10	500	50	$ 424.70
38 SPECIAL +P	USA38JHP		Winchester	020892213173	020892213180	125	125 gr. Jacketed Hollow Point	383	17	160	2720	10	500	50	$ 377.90
38 SPECIAL +P	W38PST		SILVERTIP	020892231580	020892231597	125	38 SPL +P SILVERTIP 125 GR JHP	248	7	288	1981	10	200	20	$ 221.80
38 SUPER AUTO	USA38AJHP		Super-X®	020892231528	020892231535	125	125g Super Auto JHP	383	16	160	2640	10	500	50	$ 530.40
38 SUPER AUTO	Q4205		Winchester	020892201965	020892207844	130	130 gr. Full Metal Jacket	383	16	200	3280	10	500	50	$ 418.50
357 MAGNUM	X3575P		Super-X®	020892201453	020892209336	158	158 gr. Jacketed Soft Point	383	21	160	3440	10	500	50	$ 487.00
357 MAGNUM	X3574P		Super-X®	020892200470	020892206564	158	158 gr. Jacketed Hollow Point	383	21	160	3360	10	500	50	$ 487.00
357 MAGNUM	X3576P		Super-X®	020892201439	020892209343	125	125 gr. Jacketed Hollow Point	383	18	160	2880	10	500	50	$ 486.90
357 MAGNUM	WC3571		Super-X®	020892212251	020892212268	125	125 gr. WinClean®	383	18	160	2880	10	500	50	$ 451.70
357 MAGNUM	Q4204		Winchester	020892201958	020892209220	110	110 gr. Jacketed Hollow Point	383	16	160	2640	10	500	50	$ 438.00
357 SIG	WC357SIG		Super-X®	020892213036	020892213043	125	125 gr. WinClean®	472	16	140	2250	10	500	50	$ 415.00
357 SIG	Q4309		Winchester	020892211544	020892211551	125	125 gr. Full Metal Jacket	472	16	140	2250	10	500	50	$ 477.50
357 SIG	USA357SJHP		Winchester	020892213197	020892213203	125	125 gr. Jacketed Hollow Point	472	16	140	2250	10	500	50	$ 487.80
380 AUTOMATIC	S380PDB		PDX1® Defender™	020892218642	020892218659	95	95 gr. Bonded PDX1® Defender™	205	6	288	1750	10	200	20	$ 299.00
380 AUTOMATIC	WC3801		Super-X®	020892212237	020892212244	95	95 gr. WinClean®	314	12	200	2480	10	500	50	$ 287.20
380 AUTOMATIC	Q4206		Winchester	020892201972	020892207899	95	95 gr. Full Metal Jacket	314	12	200	2480	10	500	50	$ 268.90

WINCHESTER
AMMUNITION

MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST
HANDGUN

mSRP

CALIBER	SYMBOL	LEAD FREE	BRAND	BOX UPC	CASE UPC	WT GRS	DESCRIPTION	CUBIC INCH CASE	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CASE	RDS/	RDS/ BOX	PRICE W/O FET /CASE
40 SMITH & WESSON	WC402		Super-X®	020892211667	020892211674	180	180 gr. WinClean®	472	19	140	2740	10	500	50	$ 320.00
40 SMITH & WESSON	WC401		Super-X®	020892211643	020892211650	165	165 gr. WinClean®	472	19	140	2740	10	500	50	$ 333.30
40 SMITH & WESSON	W40SWLF	LF	Super Clean	020892222779	020892222786	120	120 gr. Zinc FMJ Super Clean NT®	472	14	140	2040	10	500	50	$ 395.20
40 SMITH & WESSON	USA40SW		Winchester	020892212350	020892212367	165	165 gr. Full Metal Jacket - Flat Nose	472	19	140	2740	10	500	50	$ 292.70
40 SMITH & WESSON	USA40JHP		Winchester	020892213210	020892213227	180	180 gr. Jacketed Hollow Point	472	21	140	2950	10	500	50	$ 346.60
40 SMITH & WESSON	Q4238		Winchester	020892203006	020892207905	180	180 gr. Full Metal Jacket	472	21	140	3020	10	500	50	$ 305.80
40 SMITH & WESSON	USA40SWVP		Winchester	020892213654	020892213661	40	40 S&W 165 gr Full Metal Jacket	472	21	140	3020	5	500	100	$ 283.05
44 REM MAGNUM	Q4240		Winchester	020892203150	020892209084	240	240 gr. Jacketed Soft Point	537	28	112	3216	10	500	50	$ 665.30
44 REM MAGNUM	W44MST		SILVERTIP	020892231603	020892231610	210	44 REM MAG SILVERTIP 210 GR JHP	248	11	288	3363	10	200	20	$ 322.10
45 AUTOMATIC	WC452		Super-X®	020892211704	020892211711	230	230 gr. WinClean®	472	24	140	3440	10	500	50	$ 378.20
45 AUTOMATIC	USA45JHP		Winchester	020892213234	020892213241	230	230 gr. Jacketed Hollow Point	472	25	140	3510	10	500	50	$ 388.50
45 AUTOMATIC	WC451		Super-X®	020892211681	020892211698	185	185 gr. WinClean®	472	24	140	3440	10	500	50	$ 363.30
45 AUTOMATIC	USA45A		Winchester	020892212374	020892212381	185	185 gr. Full Metal Jacket - Flat Nose	472	22	140	3160	10	500	50	$ 333.60
45 AUTOMATIC	Q4170		Winchester	020892201910	020892207868	230	230 gr. Full Metal Jacket	472	25	140	3510	10	500	50	$ 353.50
45 AUTOMATIC	USA45AVP		Winchester	020892214163	020892214170	230	230 gr. Full Metal Jacket	236	25	132	3314	5	500	100	$ 351.35
45 AUTOMATIC	W45LF	LF	Super Clean	020892223066	020892223073	160	160 gr. Zinc FMJ Super Clean NT®	472	13	153	2069	10	500	50	$ 438.00
45 COLT	USA45CB		Super -X	020892213616	020892213623	250	250 gr. Lead Cowboy Action	533	28	112	3216	10	500	50	$ 560.80
45 COLT	W45CST		SILVERTIP	020892231627	020892231634	225	45 COLT SILVERTIP 225 GR JHP	248	12	288	3421	10	200	20	$ 308.40

WINCHESTER AMMUNITION

MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST
RIMFIRE

MSRP

Category	SYMBOL	LEAD FREE	PACK	BRAND	BOX UPC	CASE UPC	Caliber	BULLET TYPE	WT GRS	CUBIC INCH CASE	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CASE	RDS/ CASE	RDS/ BOX	PRICE W/O FET /CASE
22 CALIBER	WW22LRB		BULK	WILDCAT	020892104181	020892104198	22 Long Rifle	Dynapoint	40	585	40	72	2960	10	5000	500	$ 590.30
22 CALIBER	X22LRPP		PAPER	Super-X®	020892101050	020892101074	22 Long Rifle	Power-Point®	40	472	39	80	3208	100	5000	50	$ 742.00
22 CALIBER	S22LRT		BULK	M-22	020892102767	020892102774	22 Long Rifle	Blk Plated Lead Round Nose	40	264	15	186	2822	2	2000	1000	$ 258.66
22 CALIBER	22LR555HP		BULK	555	020892102477	020892102484	22 Long Rifle	Copper Plated HP	36	585	40	72	2946	10	5550	555	$ 678.60

WINCHESTER
AMMUNITION

February 2, 2023

Dana Safety Supply
Attn: James Panter & Mark Cowart
5221 West Market Street
Greensboro, NC 27409

James and Mark:

The purpose of this correspondence is to provide Dana Safety Supply with sole source documentation for your 2023 contracting & sales efforts.

Dana Safety Supply is the sole authorized, factory law enforcement distributor for Olin Winchester, LLC/Winchester Ammunition in North Carolina & South Carolina.

Sincerely,

George Brennan
National LE Sales Manager
Winchester LE

lmb
gb23-045

600 POWDER MILL ROAD, EAST ALTON, IL 62024-1273

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: DPC-983753040

Vendor Name: Dana Safety Supply

The undersigned hereby certifies that: [check all applicable boxes]

- [x] The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

  Date of latest audit: 12/23 (If no audit within past 18 months, explain reason below.)

- [x] The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

- [x] The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

- [x] The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

- [x] The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

- [x] He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

Signature

Date: 4/9/24

James Panter
Printed Name

Regional General Manager
Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE

Solicitation #: DPC-983753040

Vendor Name: Dana Safety Supply

Instructions: Vendor shall use this template to submit three (3) customer references with its offer.

Name of Customer Organization:	Charlotte Mecklenburg Police Dept.
Customer Reference Name:	SGT. S.P. Winterhalter
Customer Reference Address:	1770 Shopton Rd, Charlotte, NC 28217
Customer Reference Email:	swinterhalter@cmpd.org
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	Annual Contract

Name of Customer Organization:	Durham PD
Customer Reference Name:	Matt Farrell
Customer Reference Address:	7411 Cassam Rd, Bahama, NC 27701
Customer Reference Email:	DPDFiscal@durhamnc.gov
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	NC Dept of Public Safety
Customer Reference Name:	Pam Ward
Customer Reference Address:	200 Leagan Dr, Raleigh, NC 27603
Customer Reference Email:	Pam.Ward@NCDPS.GOV
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

ATTACHMENT D: HUB Supplemental Vendor Information

Solicitation #: DPC-983753040

Vendor Name: DAWN SAFETY SUPPLY

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) from one of these categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disable, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? ☐ **Yes** ☑ **No**

If **yes**, provide Vendor #: ______________________

If **no**, does Vendor qualify for certification as HUB? ☐ **Yes** ☑ **No**

Vendors that check "yes" will be referred to the HUB Office for assistance in acquiring certification.

PART II: PROCUREMENT OF GOODS - SUPPLIERS

For *Goods* procurements, are you using Tier 2 suppliers? ☐ **Yes** ☑ **No**

If ***yes***, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

For *Services* procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? ☐ **Yes** ☑ **No**

If ***yes***, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

Need more information?

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the **North Carolina Office of Historically Underutilized Businesses** at 984-236-0130 or huboffice.doa@doa.nc.gov

AMMO WARRANTY

Customer will contact salesman for Dana Safety, who will in turn involve the Winchester Rep. Any exchanges due to ammo misfires, etc will be directly handled by Winchester with Dana Safety Supporting where needed.

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: DPC-98375304 D

Vendor Name: DANA SAFETY SUPPLY

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? ☐ YES ☑ NO

If "YES":

a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.

b) Specify the manner in which the resources or workers will be utilized:

2. Where within the United States will work be performed?

GREENSBORO, NC

NOTES:

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.