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 & Firearmes
	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: Kiesler Police Supply Inc.	EMAIL: bgirdler@kiesler.com	
STREET ADDRESS: 2802 Sable Mill Road	P.O. BOX:	ZIP:
CITY & STATE & ZIP: Jeffersonville, IN 47130	TELEPHONE NUMBER: 812-288-5740	TOLL FREE TEL. NO:
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: Brittany A.L. Girdler, Bid Specialist	FAX NUMBER: 812-284-8008	
AUTHORIZED SIGNATURE: Brittany A. L. Girdler	DATE: 4/16/2024	

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 **1st** day of May, **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 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.

Please see attached.

KIESLER
POLICE SUPPLY

Department of Administration
Division of Purchase and Contract
Attn: Daniel Lanning
116 W Jones Street #5106
Raleigh, NC 27603

4/16/2024

RE: DPC-983753040 Ammunition and Firearms
BID BAFO – Descriptive Literature – Kiesler Police Supply Inc.

Please find the descriptive literature you are looking for by entering in the part number on our website at www.kiesler.com.

NC★DOA
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: **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**	**Invitation for Bid #: DPC-983753040** **Bids will be publicly opened: March 28, 2024 at 2:00 PM ET**
For Statewide Use of All State Entities **STC #: 4615A**	**Commodity # and Description: 461000 – Light Weapons and Ammunition**

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.

<table>
<tr><td colspan="4">COMPLETE/FORMAL NAME OF VENDOR:
Kiesler Police Supply Inc.</td></tr>
<tr><td colspan="2">STREET ADDRESS:
2802 Sable Mill Road</td><td>P.O. BOX:</td><td>ZIP:</td></tr>
<tr><td colspan="2">CITY & STATE & ZIP:
Jeffersonville, IN 47130</td><td>TELEPHONE NUMBER:
812-288-5740</td><td>TOLL FREE TEL. NO:</td></tr>
<tr><td colspan="4">PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):</td></tr>
<tr><td colspan="2">PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:
Brittany A. L. Girdler</td><td colspan="2">FAX NUMBER:
812-284-8008</td></tr>
<tr><td>VENDOR'S AUTHORIZED SIGNATURE:
Brittany A. L. Girdler</td><td>DATE:
4/8/2024</td><td colspan="2">E-MAIL:
bids@kiesler.com</td></tr>
</table>

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 _____ 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.

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

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: Kiesler Police Supply Inc

Company Address: 2802 Sable Mill Rd.
Jeffersonville, IN 47130

Contact Person (name): Brittany Girdler

Contact Person (phone number): 812-288-5740

Contact Person (e-mail): bgirdler@kiesler.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**

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:	Brittany A.L. Girdler
Office Phone #:	812-288-5740 x1164
~~Mobile~~ Fax Phone #:	812-284-8008
E-mail:	bgirdler@kiesler.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.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: DPC-983753040

Vendor Name: Kiesler Police Supply Inc

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

☑ 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: Review level report in process for Y/E 12-31-23 (If no audit within past 18 months, explain reason below.)

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

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

☑ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☑ 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.

☑ 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.

Alvin L. Wicke
Signature

4/9/24
Date

AL WICKE
Printed Name

CFO
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: Kiesler Police Supply Inc.

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

Name of Customer Organization:	Michigan State Police
Customer Reference Name:	LeAnne Bruce
Customer Reference Address:	Lansing, MI 48913
Customer Reference Email:	BruceL@michigan.gov
Start Date:	9/1/2016
End Date:	8/31/2024
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	Ammunition

Name of Customer Organization:	State of Kentucky
Customer Reference Name:	Evelyn Osborne
Customer Reference Address:	Frankfort, KY 40601
Customer Reference Email:	evelyn.osborne@ky.gov
Start Date:	11/30/2021
End Date:	12/1/2026
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	Ammunition

Name of Customer Organization:	State of Iowa
Customer Reference Name:	Sara Grier
Customer Reference Address:	Des Moines, IA 50319
Customer Reference Email:	sara.grier@iowa.gov
Start Date:	3/1/2021
End Date:	2/28/2026
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	Ammunition

ATTACHMENT D: HUB Supplemental Vendor Information

Solicitation #: 983753040

Vendor Name: Kiesler Police Supply Inc.

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

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ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: 983753040

Vendor Name: Kiesler Police Supply Inc

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?**

   Anoka, Minnesota and Lewiston, Idaho

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.

NORTH CAROLINA GENERAL TERMS & CONDITIONS

1. PERFORMANCE:

a) It is anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.

b) Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Vendor license and provided by Vendor in performance of this Contract shall be and remain property of the State. During performance, Vendor may provide proprietary components as part of the deliverables that are identified in this Contract. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The State shall notify the Vendor of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Vendor agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the State.

c) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.

d) Vendor or its suppliers, as specified and agreed in the Contract, shall provide support assistance to the State related to all Services performed or other deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.

e) The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Vendor under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).

2. DEFAULT AND TERMINATION:

a) In the event of default by the Vendor, the State may, as provided by NC law, procure goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. *See,* G.S. 25-2-712. In addition, and in the event of default by the Vendor under the Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, terminate the Contract for cause, and take action to recover relevant damages, and if permitted by applicable law, debar the Vendor from doing future business with the State. 01 NCAC 05B.1520.

b) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State shall have the right to terminate the Contract by giving thirty days written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables that are prepared by the Vendor under the Contract shall, at the option of the State, become the property of the State (and under any applicable Vendor license

to the extent necessary for the State to use such property), and the Vendor shall be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the State's option) as to which such option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State, if insecure as to receiving proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may require at any time a performance bond or other alternative performance guarantees from a Vendor without expense to the State as provided by applicable law. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609.

c) If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this Contract shall, at the option of the State, become its property, and under any applicable Vendor license to the extent necessary for the State to use such property. If the Contract is terminated by the State for convenience, the State shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

3. <u>INTERPRETATION, CONFLICT OF TERMS:</u>

a) The definitions in the Instructions to Vendors in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 are specifically incorporated herein.

b) If federal funds are involved in the transactions under this Contract, the Vendor shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the "Federal Funds Provisions" section below.

c) "Purchasing Agency" herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract (P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below.

d) Contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58.

e) In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these NORTH CAROLINA GENERAL TERMS AND CONDITIONS, including the Federal Funds Provisions; (4) Definitions and other provisions in INSTRUCTIONS TO VENDORS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Vendor's Bid, to the extent specifically and mutually incorporated into this Contract.

f) In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.

4. <u>GOVERNMENTAL RESTRICTIONS:</u> In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered, prior to acceptance, it shall be the responsibility of the Vendor to notify the State Contract Lead or Administrator indicated in the Contract at once, in writing, indicating the specific regulation which requires such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

5. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds appropriated or allocated to the agency for the purpose set forth in the Contract.

6. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

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

   b) The agency(ies) participating in the Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.

   c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

7. **SITUS AND GOVERNING LAWS:**

   a) This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.

   b) Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority, and including, without limitation, the applicable requirements in the Federal Funds Provisions, below.

   c) Non-resident Vendor corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with the State of North Carolina. G.S. 55A-15-01.

8. **NON-DISCRIMINATION COMPLIANCE:**

   Wholly State Funded Contracts.

   a) The Vendor will take affirmative action in complying with all State requirements and laws concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure that its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

   b) Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

Contracts Partially or Wholly Federally Funded.

To the extent federal funding is involved in this procurement, in whole or in part, compliance with the following is required:

c) The Vendor shall comply with all Federal Funds Provisions requirements (below) and not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

d) The Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin:

e) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.

f) The Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

g) The Vendor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

h) The Vendor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

i) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

j) The Vendor shall include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Vendor (or herein "applicant," as applicable in context within these Federal Funds Provisions) becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

k) The Vendor further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Vendor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

l) The Vendor agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

m) The Vendor further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Vendor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part any relevant grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Vendor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Vendor; and refer the case to the Department of Justice for appropriate legal proceedings.

9. <u>**PAYMENT TERMS**</u>**:** Payment terms are net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The Procuring Agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card. If the Vendor accepts Visa, MasterCard, etc., from other customers, it shall accept procurement card payment by the State under the terms provided for the procurement card. 01 NCAC 05B.1523. If payment is made by procurement card, then payment for amounts then due may be processed immediately by the Vendor.

The State does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract will not be construed as an agreement by the State to pay such costs and will be paid only as ordered by a court of competent jurisdiction.

10. <u>**CONDITION AND PACKAGING**</u>**:** Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose, is newly manufactured,

and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

11. <u>**INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY**</u>: Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with the Contract.

a) Vendor warrants to the best of its knowledge that:

1. Performance under the Contract does not infringe upon any intellectual property rights of any third party; and

2. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

b) Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor for such deliverables and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or other deliverables.

c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringe on a patent, copyright, trademark or violate a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:

1. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
2. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.

d) Vendor will not be required to defend or indemnify the State to the extent any claim by a third party against the State for infringement or misappropriation results solely from the State's material alteration of any Vendor-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Vendor of the claimed infringement.

12. ADVERTISING: Vendor agrees not to use the existence of the Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services except as provided in 01 NCAC 05B.1516. A Vendor may inquire whether the State is willing to be included on a listing of its existing customers.

13. ACCESS TO PERSONS AND RECORDS:

(a) During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 *et seq.*, typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

(b) The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance:

1. The State Auditor.
2. The internal auditors of the affected department, agency or institution.
3. The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.

(c) The Joint Legislative Commission on Governmental Operations has the authority to:

1. Study the efficiency, economy and effectiveness of any non-State entity receiving public funds.
2. Evaluate the implementation of public policies, as articulated by enacted law, administrative rule, executive order, policy, or local ordinance, by any non-State entity receiving public funds.
3. Investigate possible instances of misfeasance, malfeasance, nonfeasance, mismanagement, waste, abuse, or illegal conduct by officers and employees of a non-State entity receiving, directly or indirectly, public funds, as it relates to the officer's or employee's responsibilities regarding the receipt of public funds.
4. Receive reports as required by law or as requested by the Commission.
5. Access and review
    a. Any documents or records related to any contract awarded by a State agency, including the documents and records of the contractor, that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance; and
    b. Any records related to any subcontract of a contract awarded by a State agency that is utilized to fulfill the contract, including, but not limited to (i) records related to the drafting and approval of the subcontract, and (ii) documents and records of the contractor or subcontractor that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance.

(d) The Joint Legislative Commission on Governmental Operations has the power to:

1. Compel access to any document or system of records held by a non-State entity receiving, directly or indirectly, public funds, to the extent the documents relate to the receipt, purpose or implementation of a program or service paid for with public funds.
2. Compel attendance of any officer or employee of any non-State entity receiving public funds, provided the officer or employee is responsible for implementing a program or providing a service paid for with public funds.

(e) Unless prohibited by federal law, the Commission and Commission staff in the discharge of their duties under this Article shall be provided access to any building or facility owned or leased by a non-State entity receiving public funds provided (i) the building or facility is used to implement a program or provide a service paid for with public funds and (ii) the access is reasonably related to the receipt, purpose, or implementation of a program or service paid for with public funds.

(f) Any confidential information obtained by the Commission shall remain confidential and is not a public record as defined in G.S. 132-1.

(g) Any document or information obtained or produced by Commission staff in furtherance of staff's duties to the Commission is confidential and is not a public record as defined in G.S. 132-1.

(h) A person who conceals, falsifies, or refuses to provide to the Commission any document, information, or access to any building or facility as required by this Article with the intent to mislead, impede, or interfere with the Commission's discharge of its duties under this Article shall be guilty of a Class 2 misdemeanor.

14. <u>ASSIGNMENT OR DELEGATION OF DUTIES</u>:

a) As a convenience to the Vendor, the State may include any person or entity designated by the Vendor in writing as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate the State to anyone other than the Vendor.

b) If Vendor requests any assignment, or delegation of duties, the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon written request, the State may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the State, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Vendor's assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of the Contract. G.S. 143-58.

15. <u>**INSURANCE**</u>: This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations. Agency Risk Analysis will determine if higher insurance coverage amounts are needed based on the likelihood and severity of exposure to the State. The analysis is documented in writing in the official file and considers the following non-exclusive factors:

1. Potential for damage to State property or property of a third party,
2. Potential for bodily injury to State employees or third parties,
3. Whether Vendor will transport State property, clients, or employees,
4. Use of a vehicle to accomplish the work or to travel to or from State locations,
5. Anticipated physical contacts of the Vendor with the State,
6. Anticipated number and activity of Vendor personnel within the State, and
7. Any other unique considerations that could result in harm, bodily injury, or property damage.

The Purchasing Agency has specified elsewhere in this Contract any increase in the minimum insurance coverage requirements below if the risk from the above factors is high.

a) **REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of the Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations or the indemnification requirements under the Contract. <u>As provided above, a State agency is authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the State.</u>

b) **COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits, subject to higher requirements by an agency after the risk analysis indicated above:

1. **For Small Purchases** as defined under North Carolina Administrative Code 01 NCAC 05A.0112 (35) and 05B.0301 (1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.

2. **For Contracts valued in excess of the Small Purchase threshold, but up to $1,000,000.00 the following limits shall apply:**

   i. <u>**Worker's Compensation**</u> - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of $250,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the

Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

ii. **<u>Commercial General Liability</u>** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.

iii. **<u>Automobile</u>** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be $250,000.00 bodily injury and property damage; $250,000.00 uninsured/under insured motorist; and $2,500.00 medical payment.

3. **For Contracts valued in excess of $1,000,000.00 the following limits shall apply:**

i. **<u>Worker's Compensation</u>** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of $500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

ii. **<u>Commercial General Liability</u>** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00
Combined Single Limit. Defense costs shall be in excess of the limit of liability.

iii. **<u>Automobile</u>** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $5,000.00 medical payment.

16. <u>GENERAL INDEMNITY:</u>

a) The Vendor shall indemnify, defend and hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims.

b) The Vendor, at its own expense shall defend any action brought against the State, under this section. The Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.

c) The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services as part of this Contract with the State.

d) As part of this provision for General indemnity, if federal funds are involved in this procurement, the Vendor warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the State harmless from any claims or losses resulting to the State from the Vendor's noncompliance with such federal requirements or law in the performance of this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract.

e) The State does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. *See,* G.S. 22B-3, -10.

17. ELECTRONIC PROCUREMENT: (G.S. 143-48.3)

GENERALLY APPLICABLE TO GOODS AND SERVICES PURCHASES:

a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this Contract.

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

c) Vendor shall at all times maintain the confidentiality of its username and password for the Statewide E-Procurement Services. Vendor shall be responsible for all activity and all charges by its agents or employees. Vendor agrees not to permit a third party to use its E-Procurement Services account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

E-PROCUREMENT FEES – APPLICABLE ONLY TO GOODS PURCHASES

d) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE, CURRENTLY 1.75% (.0175), ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) FOR THE AMOUNT OF ANY GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE (OR ANY OFFICIAL REPLACEMENT SERVICE). G.S. 66-58.12; See, *NC E-Procurement Terms of Use.*** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Contract.

e) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the E-Procurement Supplier Manager (Supplier Manager), based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless the Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee, or it shall be considered a material breach of Contract.

Pursuant to G.S. 147-86.23, the service will charge 1) interest on past due balances at the rate set by the Secretary of Revenue pursuant to G.S. 105-241.21 as of the date the balances are past due, and, 2) late payment penalties, currently ten percent (10%) of the account receivable. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

18. SUBCONTRACTING: Performance under the Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein.

19. **CONFIDENTIALITY:** Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).

20. **CARE OF STATE DATA AND PROPERTY:** Any State property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

    The State's data and property in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Vendor agrees to reimburse the State for loss or damage of State property while in Vendor's custody. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement.

    The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B1379. For further information, *see*, G.S. 75-60 *et seq.* **Notice** is given to the Vendor that the NC Department of Information Technology (DIT) has requirements relating to the security of the State network, and rules relating to the use of the State network, IT software and equipment, that the Vendor must comply with, as applicable. *See,* e.g., G.S. 143B-1376.

21. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

    If, after award of a Contract, and consistent with any applicable NC DIT security provisions, the Contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State Purchasing Agency. Vendor shall give notice to the Purchasing Agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State Contract to a location outside of the United States. *See,* G.S. 14359.4.

22. **ENTIRE AGREEMENT:** The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

23. **ELECTRONIC RECORDS:** The State will digitize all Vendor responses to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurementrelated documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

24. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.

25. **NO WAIVER:** Notwithstanding any other language or provision in the Contract or in any Vendorsupplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

26. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.

27. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.

28. **FEDERAL FUNDS PROVISIONS:**

Where federal funds are utilized in connection with this procurement, and to the extent applicable **and absent stricter or controlling State provisions, the following federal provisions (in addition to the North Carolina General Terms and Conditions above) may apply consistent with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix II. Relevant federal authorities may require additional provisions depending on the scope and context of the Contract.** Failure or unwillingness of the Vendor to continually meet any of these requirements, as applicable, may result in Contract termination.

Any links to websites not maintained by the State are provided as a courtesy. The State does not warrant or guarantee the accuracy of the hyperlink or the information contained therein.

a) **No governmental non-competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Contract, the Vendor affirms this condition. This affirmation is a material condition for the State's award of any work under this Contract.

b) **Program Monitoring**. Vendor agrees to assist and cooperate with the Federal grantor or funding agency and the relevant Purchasing Agency or their duly designated representatives in the monitoring of the project or projects to which this Contract relates, and to provide in form and manner approved by the Purchasing Agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

c) **Remedies and Termination**. For purposes of this section the State Remedies and Termination provisions above apply as written.

d) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

1. *Overtime requirements*. No Vendor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-

   half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. §5.5(b)(1) the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. §5.5(b)(1), in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. §5.5(b)(1).

3. *Withholding for unpaid wages and liquidated damages*. The Purchasing Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. §5.5(b)(2).
4. *SubContracts*. The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(2) through (4).

e) **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

Clean Air Act

1. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the federal agency providing funds hereunder, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees that these requirements will be included in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

f) **Debarment and Suspension.**

1. This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by a federal agency providing federal funds herein and the Purchasing Agency. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to federal agency providing federal funds herein and the Purchasing Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract resulting from a relevant solicitation herein. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

g) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** (as Amended).

To the extent applicable, Vendors that apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonFederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, Vendors must sign and submit to the Purchasing Agency the certification. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" found at https://ncadmin.nc.gov/documents/vendor-forms.

h) **Procurement of Recovered Materials.**

1. Unless specified otherwise in the Contract, in the performance of this Contract, the Vendor shall make maximum use of products containing recovered materials that are EPAdesignated items unless the product cannot be acquired:
   - Competitively within a timeframe providing for compliance with the Contract performance schedule;
   - Meeting Contract performance requirements; or
   - At a reasonable price.
2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program
3. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

i) **Access to Records**. In addition to the North Carolina General Contract Terms & Conditions section entitled "**ACCESS TO PERSONS AND RECORDS"** included in this Contract, the following access to records requirements apply to this Contract:

1. The Vendor agrees to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Vendor agrees to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.
4. In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.

j) **Modifications to Contract.** Modifications to the Contract are governed by the North Carolina General Contract Terms & Conditions section above entitled "**AMENDMENTS**," except as approval and signature by any federal official may also be required.

k) **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

l) **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

m) **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

n) **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the Contract.

o) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the Contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, the policies of the federal agency(ies) providing funding, procedures, and directives.

p) **Federal Seals, Logos, and Flags.** In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled "**ADVERTISING,**" the Vendor shall not use the seal(s), logos, crests, or reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.

q) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) https://www.sam.gov/SAM/ and the State Debarred Vendors Listing, https://ncadmin.nc.gov/documents/nc-debarred-vendors to verify that Contractors

or sub-Recipients have not been suspended or debarred from doing business with federal or State government.

NORTH CAROLINA INSTRUCTIONS TO VENDORS

I. READ, REVIEW AND COMPLY

It shall be the Vendor's responsibility to read this entire document; review all enclosures, attachments, and any Addenda; and comply with all requirements specified, whether appearing in these Instructions to Vendors or elsewhere in the Solicitation document.

Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

II. REQUEST FOR OFFERS

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 bids at any time if such rejection is deemed to be in the best interest of the State.

By submitting Your Bid or Proposal, You are offering to enter into a contract with the State.

The Contract is a separate document that represents the Vendor's and the State's entire agreement. If Your bid is accepted and results in a Contract, You will be expected to accept the North Carolina General Terms And Conditions included in the Solicitation document as part of the Contract. Depending upon the good or service being offered, other terms and conditions may apply.

III. DUTY TO INQUIRE

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation for any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by Addendum. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

IV. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

The following definitions, acronyms, and abbreviations may be used within the Solicitation document.

1. **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
2. **ADDENDUM**: a document issued to supplement or modify the original Solicitation document. Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope changes to the Solicitation.
3. **BAFO**: Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
4. **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
5. **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
6. **CONTRACT:** A contract resulting from or arising out of Vendor responses to this Solicitation.
7. **CONTRACT ADMINISTRATOR**: A representative of the Agency who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.
8. **CONTRACT MANAGER:** A representative of the agency or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.

9. **Electronic Vendor Portal (eVP):** System for vendors to do business with the State of North Carolina, including registering to do business, responding to bid opportunities, and certifying as a HUB and/or NCSBE
10. **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
11. **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns the commodity in transit and files any claims. Vendor pays all freight and any related transportation charges. A Solicitation may request that a Vendor separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
12. **HUB**: Historically Underutilized Business https://ncadmin.nc.gov/businesses/hub
13. **IFB:** Invitation for Bids (a type of Solicitation document)
14. **LOT**: A grouping of similar products within this Solicitation document.
15. **OFFER:** the bid or proposal submitted in response this Solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
16. **OFFEROR**: the single legal entity submitting the Offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
17. **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
18. **PROCUREMENT LEAD:** Representative of the agency identified on the first page of the Solicitation document who will correspond with potential Vendors concerning Solicitation issues, will contract with the Vendor providing the best offer to the State, and is the individual who will administer the Contract for the State.
19. **QUALIFIED BID/PROPOSAL:** A responsive bid submitted by a responsible Vendor.
20. **RESPONSIBLE:** Refers to a Vendor who demonstrates in its Offer that it has the capability to perform the requirements of the Solicitation.
21. **RESPONSIVE:** Refers to an Offer that conforms to the Requirements of the Solicitation in all respects to be considered by the State for award.
22. **RFI:** Request for Information (an information gathering tool that does not result in a contract)
23. **RFP**: Request for Proposals (a type of Solicitation document)
24. **RFPQ**: Request for Pre-Qualifications (a type of Solicitation document)
25. **RFQ**: Request for Quotes (a type of Solicitation document)
26. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
27. **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, institutions, boards, commissions, universities, and units of the State.
28. **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture and Consumer Services, Department of Commerce, Department of Natural and Cultural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Office of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
29. **VENDOR:** The supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Solicitation document. Following award of a contract, the term refers to an entity receiving such an award.
30. **WORK**: All labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
31. **YOU** and **YOUR:** Offeror.

V. INTERPRETATION OF TERMS AND PHRASES

The Solicitation document serves to advise potential Vendors of the parameters of the solution being sought by the State. 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 Solicitation. Except as specifically stated in the Solicitation, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the State exercising its discretion to reject a bid in its entirety.

VI. BID SUBMISSION

1. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the Vendor and answer questions or provide clarification concerning the Vendor's bid.

2. **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Offeror.

   a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.

   b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.

   c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.

   d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.

   e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

3. **EXECUTION:** Failure to sign the Execution Page (numbered page 1 of the Solicitation document) in the indicated space may render an Offer nonresponsive, and it may be rejected.

4. **STATE OFFICE CLOSINGS:** If an emergency or unanticipated event interrupts normal government processes so that Offers cannot be received at the State office designated for receipt of bids by the exact time specified in the Solicitation, the time specified for receipt of Offers will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule the bid opening. If State offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.

5. **BID IN ENGLISH and DOLLARS:** Offers submitted in response to this Solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

6. **LATE BIDS**: Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.

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

   b) For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service.

7. **DETERMINATION OF RESPONSIVENESS:** Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements

of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

8. **CONTENTS OF OFFER:**

   a) Offers should be complete and carefully worded and should convey all of the information requested.

   b) Offers should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the Solicitation. Emphasis should be on completeness and clarity of content.

   c) If Your Offer includes any comment over and above the specific information requested in the Solicitation, You are to include this information as a separate appendix to Your Offer. Offers which include either modifications to any of the Solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award at the State's discretion.

9. **MULTIPLE OFFERS.** If specifically stated in the Solicitation document, Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements.

10. **CLARIFICATION:** The State may elect to communicate with You after bid opening for the purpose of clarifying either Your Offer or the requirements of the Solicitation. Such communications may be conducted only with Offerors who have submitted an Offer which obviously conforms in all material aspects to the Solicitation. Clarification of an Offer must be documented in writing and included with the Offer. Clarifications may not be used to revise an Offer or the Solicitation.

11. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting bids.

12. **BASIS FOR REJECTION**: Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all Offers, in whole or in part, by deeming the Offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this Solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.

13. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the Solicitation document. Further, if required elsewhere in this bid, each Vendor shall submit with its bid any sketches, descriptive literature, and/or complete specifications covering the goods and services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the Solicitation. Failure comply with these requirements shall constitute sufficient cause to reject a bid without further consideration.

14. **WITHDRAWAL OF BID OR PROPOSAL**: Proposals submitted electronically may be withdrawn at any time prior to the date for bid opening identified on the cover page of this Solicitation document (or such later date included in an Addendum). Proposals that have been delivered by hand, U.S. Postal Service, courier, or other delivery service may be withdrawn **only** in writing and if receipt is acknowledged by the office issuing the Solicitation document prior to the time for opening identified on the cover page of the Solicitation document (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after bid opening shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

15. **COST FOR BID OR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting Offers

are the Vendor's sole responsibility.

16. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State's determination that such equipment, item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

17. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.

18. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of Contract award, each out-of-State Vendor that is a corporation, limited-liability company, or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.

19. **SUSTAINABILITY**: To support the sustainability efforts of the State of North Carolina we solicit Your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:

    a) If paper copies are requested, all copies of the bid are printed double sided. All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.

    b) Unless absolutely necessary, all bids and copies should minimize or eliminate use of non- recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.

    c) Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

20. **HISTORICALLY UNDERUTILIZED BUSINESSES (HUB):** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.

21. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any bid from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the bid of a Vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.

22. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State:

    a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and

    b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81.

    A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.

23. **VALID TAXPAYER INFORMATION**: All persons or entities desiring to do business with the State must provide correct taxpayer information on North Carolina specified forms. The Substitute W-9 and Instructions are here:

https://files.nc.gov/ncosc/documents/NCAS_forms/State_of_North_Carolina_Sub_W-9_01292019.pdf

24. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities available as well as notifications of status changes to those Solicitations. Online registration and other purchasing information is available at the following website: ***https://evp.nc.gov.***

25. The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a Contract resulting from this Solicitation document. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may be suspended or deactivated, at the State's discretion, and may be disqualified from further evaluation or consideration.

26. **TABULATIONS**: Bid tabulations can be electronically retrieved at the Electronic Vendor Portal (eVP), ***https://evp.nc.gov***.. Tabulations will normally be available at this web site not later than one working day after the bid opening. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award. Lengthy or complex tabulations may be summarized, with other details not made available on eVP. Requests for additional details or information concerning such tabulations cannot be honored.

27. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in bids that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

28. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this Solicitation. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the Solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the Solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this Solicitation. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this Solicitation are permitted.

29. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this Solicitation document and in formal Addenda.

30. **PROTEST PROCEDURES:** When a Vendor wishes to protest a contract awarded by the Division of Purchase and Contract or awarded by an agency when the award amount exceeds the agency's general delegation and the contract is not subject to a special delegation or exemption, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305.

    When a Vendor wishes to protest a contract awarded by an agency when the award amount is less than an agency's general delegation or when the contract is subject to a special delegation or exemption the Vendor shall submit a written request to protest to the purchasing officer of the agency that issued the award.

The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims.

Note: Contract award notices are sent only to the Vendor actually awarded the contract, and not to every person or firm responding to a Solicitation. Award notices are posted on eVP at *https://evp.nc.gov*. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

31. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this Solicitation or those in any resulting Contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this Solicitation document, including any negotiated terms, (2) requirements and specifications and administration, (3) North Carolina General Terms and Conditions in North Carolina General Terms And Conditions, (4) Instructions To Vendors, (5) Pricing, and (6) Vendor's Bid.

32. **ADDENDA:** Critical updated information may be included in Addenda to the Solicitation. It is important that all Vendors bidding on the Solicitation periodically check for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in the Solicitation document and all Addenda thereto. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning the Solicitation.

33. **ORAL EXPLANATIONS NON-BINDING:** Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a Solicitation will be furnished promptly to all other prospective Offerors as an Addendum to the Solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause herein entitled "Duty to Inquire." The State will not identify You in its answer to Your question.

34. **MAXIMUM COMPETITION:** The State seeks to permit the maximum practicable competition. Offerors are urged to advise the State, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. If the State determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an Addendum.

35. **FIRM OFFER:** Vendor's bid shall constitute a firm offer. By execution and delivery of a bid in response to a Solicitation, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.

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, Kiesler Police Supply, 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.

Brittany A.L. Girdler

Signature of Vendor's Authorized Official

Brittany A.L. Girdler, Bid Specialist

Name and Title of Vendor's Authorized Official

11/10/2021

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year ________ quarter ________ date of last report ____________

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ______, *if known* **Congressional District**, *if known*:	 **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: Brittany A.L. Girdler Print Name: Brittany A.L. Girdler Title: Bid Specialist Telephone No.: 812-288-5740 Date: 4/8/24
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

None

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.

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

<u>FAILURE TO RETURN THIS ADDENDUM MAY SUBJECT YOUR RESPONSE TO REJECTION.</u>

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 <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

Brittany A.L. Girdler | 4/10/24
Authorized Signature | Date

Brittany A.L. Girdler | Bid Specialist
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 **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

Brittany A.L. Girdler	4/10/2024
Authorized Signature	Date
Brittany A.L. Girdler	Bid Specialist
Printed Name	Title

March 20, 2024

TO: Whom It May Concern,

RE: State of North Carolina - Authorized Distributor

This letter is to serve as a notice that Kiesler Police Supply located in Jeffersonville, IN is an authorized Law Enforcement Ammunition Distributor for the State of North Carolina for Federal and Speer Ammunition.

Presently, Kiesler is the only Law Enforcement Ammunition Distributor authorized to dropship factory ammunition within the State of North Carolina.

Furthermore we certify that the MSRP referenced in this bid is accurate. Please contact me if you have any questions.

Respectfully,

Randall D. Watkins
Director, LE Sales - West
USMC Ret.
Mobile: 512-549-9646
RWatkins@TKGHunt.com
www.le.vistaoutdoor.com

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepherd Insurance 320 South Airport Road PO Box 443 Seymour IN 47274	CONTACT NAME: Certificate Processing Department PHONE (A/C, No, Ext): (812) 522-8555 FAX (A/C, No): (812) 522-8592 E-MAIL ADDRESS: certs@shepherdins.com
INSURED Kiesler Police Supply Inc 2802 Sable Mill Ln Jeffersonville IN 47130	

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	Berkshire Hathaway Specialty Insurance	10391
INSURER B :	Allmerica Financial Benefit Insurance Co	41840
INSURER C :	Massachusetts Bay Ins Co	22306
INSURER D :	Axis Insurance Company	37273
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CL2431824633 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			47-CHP-000356-02	08/01/2023	08/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AWWJ371111	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			47-CHU-000044-02	08/01/2023	08/01/2024	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WDWJ371200	04/01/2024	04/01/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Excess Umbrella Liability			P00100096729501	08/01/2023	08/01/2024	Each Occurence	$5,000,000
							Aggregate	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automatic Additional Insured applies to General Liability coverage on a Primary & Non-Contributory Basis where required by written contract subject to policy terms, conditions & exclusions. Automatic Additional Insureds applies to Umbrella Liability coverage where required by written contract subject to policy terms, conditions & exclusions. Waiver of Subrogation applies to General Liability, Auto Liability, Workers Compensation & Umbrella coverages where required by written contract subject to policy terms, conditions & exclusions. The coverage extensions referenced on this certificate are achieved through the following forms which are included on the policy & attached to this certificate: CL-UN-259-A 7-20, CG 20 01 12 19, CG 24 04 12 19, CG 20 15 12 19, 461 0155 9 97, WC 00 03 13 4 84, UL-UM-002-A-03-2015

CERTIFICATE HOLDER	CANCELLATION
NCDOA, Division of Purchase & Contract Attn: Contract Manager 1305 Mail Service Center 325 N. Salisbury Street Raleigh NC 27603	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE Jessica Murphy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. **CANCELLATION EXTENSION**

Paragraph **A. CANCELLATION 2. b.** of the **COMMON POLICY CONDITIONS** is replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

SECTION I - COVERED AUTOS

2. **EMPLOYEE HIRED "AUTOS" Description Of Covered Auto Designation Symbols; Symbol 8** is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

SECTION II - LIABILITY COVERAGE

3. **BROADENED NAMED INSURED**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

4. **EMPLOYEES AS INSUREDS**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. **SUPPLEMENTARY PAYMENTS**

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:
(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:
(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

6. **AMENDED FELLOW EMPLOYEE EXCLUSION**

The following is added to the **SECTION II - LIABILITY COVERAGE**, B. **Exclusions** Paragraph 5. **Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. **EXPENSE OF RETURNING A STOLEN "AUTO"** and **SIGN COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE**:

d. **Expense Of Returning A Stolen "Auto"**

We will pay for the expense of returning a covered "auto" to you.

e. **Sign Coverage**

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. $2,000.

8. **GLASS BREAKAGE DEDUCTIBLE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** paragraph **3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles**:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. **TRANSPORTATION EXPENSE**

Paragraph **4. Coverage Extension**. of **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

4. **Coverage Extension**

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy s expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. **HIRED AUTO PHYSICAL DAMAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

5. **Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

a. $50,000 per accident, or
b. cash value, or
c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor s actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of $1,000 per accident.

11. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

6. **Audio, Visual and Data Electronic Equipment Coverage**

We will pay for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered auto at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto s" electrical system, in or upon the covered "auto", including its antennas and other accessories. However , this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay , under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto s" operating system; or

2. Both:

   a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and
   b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of

   a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
   c. $500.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

3. Deductibles applicable to PHYSICAL DAMAGE COVERAGE, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. **RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

7. **Rental Reimbursement and Material Transfer Expense**

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto" . Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy s expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered"auto". If loss is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.
2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.
2. $3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.

13. **AIRBAG COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions**, paragraph 3.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

14. **AUTO LOAN PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest , any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. **AUTO LEASE PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1**. or **2**. and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:

   (1) You, if you are an individual;
   (2) Any partner or insurance manager if you are a partnership; or
   (3) An executive officer or insurance manager if you are a corporation.

17. **BLANKET WAIVER OF SUBROGATION**

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

5. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

18. **UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

19. **HIRED AUTO - WORLDWIDE COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph **7. Policy Period, Coverage Territory** provision:

e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. **MENTAL ANGUISH**

Paragraph **C. "Bodily injury", SECTION V - DEFINITIONS** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
All Vendors of the Named Insured's Products	All Products
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
   - **a.** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   - **b.** Any express warranty unauthorized by you;
   - **c.** Any physical or chemical change in the product made intentionally by the vendor;
   - **d.** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   - **e.** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
   - **f.** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
   - **g.** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

   (1) The exceptions contained in Subparagraphs **d.** or **f.**; or

   (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
As Required by Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 AM:	**[DATE]**
Forms a part of Policy No.:	**[POLICY NUMBER]**
Issued to:	**[ISSUED TO]**
By:	**[BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY]**

ADDITIONAL INSURED IF REQUIRED BY WRITTEN CONTRACT – ISO TERMS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE POLICY
PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY

Schedule

[CG 20 10 10 01]	**[CG 20 37 10 01]**
[CG 20 10 07 04]	**[CG 20 37 07 04]**
[CG 20 10 04 13]	**[CG 20 37 04 13]**
[CG 20 10 12 19]	**[CG 20 37 12 19]**

I. The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

e. Additional Insured Pursuant to Written Contract with ISO Terms:

Any person or organization, but only to the extent that you are required to include them as an additional insured under this policy because of a written contract that:

(1) Is in effect during this policy period;

(2) Was executed prior to the "occurrence" with respect to any "bodily injury" or "property damage";

(3) Is an "insured contract"; and

(4) Such written contract requires that the coverage provided to such person or organization must be endorsed under the terms of a specifically designated ISO Additional Insured endorsement.

Such person or organization will qualify as an additional insured under this policy, but only in accordance with, pursuant to, and for coverage no broader than the terms of the specifically designated ISO Additional Insured endorsement as identified in the written contract and as listed in the **Schedule** above.

You or the person or organization requesting such coverage must provide written proof of the contractual terms specifying the use of the ISO Additional Insured endorsement and any additional information as required by such ISO Additional Insured endorsement(s).

If the written contract does not specify that an ISO Additional Insured endorsement must be provided or the specified ISO Additional Insured endorsement is not included in the **Schedule** above, then this paragraph **I.**

shall not apply, and coverage for a qualified additional insured shall be pursuant to and in accordance with the provisions of paragraph **II.** immediately below.

II. Where paragraph **I.** above does not apply, then the following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED:**

e. Any person or organization, but only to the extent that you are required to include them as an additional insured under this policy because of a written contract that:

(1) Is in effect during this policy period;

(2) Was executed prior to the "occurrence" with respect to any "bodily injury" or "property damage"; and

(3) Is an "insured contract".

Such person or organization will qualify as an additional insured under this policy, but only in accordance with, pursuant to, and for coverage no broader than the current applicable edition of ISO Additional Insured endorsement CG 20 10; CG 20 37; or both.

You or the person or organization requesting such coverage must provide written proof of the contractual terms and any additional information as required by such ISO Additional Insured endorsement(s).

III. Where either paragraph **I.** or **II.** applies, then any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured, whether primary, excess, contingent, or on any other basis, unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

IV. Where either paragraph **I.** or **II.** applies and in accordance with the terms and conditions of the policy, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the terms and conditions of this policy.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

UNKNOWN

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement | Effective Policy No. | Endorsement No.
Insured | | Premium

Insurance Company | Countersigned by ______________________

Berkshire Hathaway Specialty Insurance

Commercial Umbrella Liability Insurance Policy

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the “named insured” shown in the Declarations and any other person or organization qualifying as a “named insured” under this policy.

The words "we", "us" and "our" refer to the company providing this insurance.

Words that appear in quotations have special meaning. See Section **V. DEFINITIONS**.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree to provide coverage as follows:

I. COVERAGES

A. Insuring Agreement

1. We will pay on behalf of the “insured” those sums in excess of the “retained limit” that the “insured” becomes legally obligated to pay as damages because of “bodily injury”, “property damage”, or “personal and advertising injury” to which this insurance applies or because of “bodily injury” or “property damage” to which this insurance applies assumed by the “insured” under an “insured contract”.

The amount we will pay for damages is limited as described in Section **III. Limits of Insurance**.

2. This policy applies, only if:

a. The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory” and the “bodily injury” or “property damage” occurs during the “policy period”; and

b. The “personal and advertising injury” is caused by an offense that takes place in the “coverage territory” arising out of your business, but only if the offense was committed during the “policy period”.

3. This policy applies to “bodily injury” or “property damage”, only if prior to the “policy period”, no “insured” listed under subparagraphs **b.(1)**, **b.(2)**, **b.(3)** or **b.(5).** of Paragraph **8.** of Section **V. DEFINITIONS**, no executive officer or director listed under subparagraph **b.(4).** of Paragraph **8.** of Section **V. DEFINITIONS** and no "employee" authorized by you to give or receive notice of an “occurrence”, claim or “suit”, knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such an “insured” or authorized "employee" knew, prior to the “policy period”, that the “bodily injury” or “property damage” had occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the “policy period” will be deemed to have been known prior to the “policy period”.

“Bodily injury” or “property damage” which occurs during the “policy period” and was not, prior to the “policy period”, known to have occurred by any “insured” listed under subparagraphs **b.(1), b.(2), b(3)** or **b.(5)** of Paragraph **8.** of Section **V. DEFINITIONS**, any executive officer or director listed under subparagraph **b.(4)** of Paragraph **8.** of Section **V. DEFINITIONS** or any "employee" authorized by you to

a. Notices that are published include material placed on the internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America, including its territories and possessions, Puerto Rico and Canada; and

b. If provided by "scheduled underlying insurance", anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

If coverage for a claim under this policy is in violation of any United States of America's economic or trade sanction, including, but not limited to, sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") then coverage for that claim shall be null and void.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Hostile fire" means a fire that becomes uncontrollable or breaks out from where it was intended to be.

7. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

8. "Insured" means:

a. The "named insured";

b. If you are designated in the Declarations as:

(1) An individual, you and your spouse are "insureds", but only with respect to the conduct of a business of which you are the sole owner;

(2) A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business;

(3) A limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers;

(4) An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your executive officers and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders;

(5) A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees;

c. Your "employees" other than your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;

d. Your "volunteer workers" only while performing duties related to the conduct of your business;

e. Any person (other than your "employee" or "volunteer worker") or organization while acting as your real estate manager;

f. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy;

g. Any person or organization, other than the "named insured", included as an additional insured under "scheduled underlying insurance", but not for broader coverage than would be afforded by such "scheduled underlying insurance".

Notwithstanding any of the above:

(1) No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not designated as a "named insured" in Item 1. of the Declarations; and

(2) No person or organization is an "insured" under this policy who is not an "insured" under applicable "scheduled underlying insurance". This provision shall not apply to any organization set forth in the definition of "named insured" in subparagraphs **13.b.** or **13.c.**

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the "insured", if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the "insured's" rendering or failure to render professional services, including those listed in paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

Notice of an "occurrence" is not notice of a claim.

b. If a claim is made or "suit" is brought against any "insured" which is reasonably likely to involve this policy, you must notify us in writing as soon as practicable.

Written notice should be mailed, delivered, faxed or e-mailed to us as provided in the Declarations with respect to notice in the event of a claim.

c. You and any other involved "insured" must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the "insured" because of injury or damage to which this insurance may also apply.

d. No "insured" will, except at that "insured's" own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

e. Knowledge of an "occurrence" or claim by an agent, servant or "employee" of yours or any other person shall not in itself constitute knowledge by you, unless a manager in your risk management department or legal department shall have received notice from said agent, servant, "employee" or any other person.

2. Transfer of Rights of Recovery

If any "insured" has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The "insured" must do nothing after loss to impair these rights and must help us enforce them.

Any recoveries will be applied as follows:

a. Any person or organization, including the "insured", that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;

b. We then will be reimbursed up to the amount we have paid; and

c. Lastly, any person or organization, including the "insured" that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the "insured", in the ratio of their respective recoveries as finally settled.

If, prior to the time of an "occurrence", you waive any right of recovery against a specific person or organization for injury or damage as required under an "insured contract", we will also waive any rights we may have against such person or organization.

V. DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

KIESLER POLICE SUPPLY, INC
STATE OF NORTH CAROLINA CATALOG PRICING - FEDERAL AMMUNITION

PART #	MSRP	38% Discount	Less 38% Discount	Description	Rounds per case
HST PREMIUM PISTOL					
P10HST1S	$491.06	$186.60	**$304.46**	200GR HST JHP PD	200
P380HST1	$959.61	$364.65	**$594.96**	99 GR HST HP	1000
P9HST1	$718.18	$272.91	**$445.27**	124 GR. HST HP	1000
P9HST2	$722.27	$274.46	**$447.81**	147 GR. HST HP	1000
P9HST3	$726.35	$276.01	**$450.34**	124 GR. HST HP	1000
P357SHST1	$935.06	$355.32	**$579.74**	125 GR. HST HP	1000
P40HST3	$814.34	$309.45	**$504.89**	165 GR. HST HP	1000
P40HST1	$818.44	$311.01	**$507.43**	180 GR. HST HP	1000
P45HST2	$892.10	$339.00	**$553.10**	230 GR. HST HP	1000
P45HST1	$892.10	$339.00	**$553.10**	230 GR. HST HP	1000
TROPHY BONDED PREMIUM PISTOL					
P10T1	$501.29	$190.49	**$310.80**	180 GR. JSP "TROPHY BONDED"	200
HYDRA-SHOK PREMIUM PISTOL & REVOLVER					
P38HS1G	$1,000.53	$380.20	**$620.33**	129 GR. HSHP HV +P	1000
P380HS1G	$1,066.02	$405.09	**$660.93**	90 GR. HSHP	1000
P9HS1G1	$759.10	$288.46	**$470.64**	124 GR. HSHP	1000
P40HS3G	$873.68	$332.00	**$541.68**	165 GR. HSHP	1000
P45HS1G	$1,012.81	$384.87	**$627.94**	230 GR. HSHP	1000
LEAD FREE DUTY					
P9LFD1	$558.66	$212.29	**$346.37**	9MM LUGER +P 115GR LEAD FREE HP	500
LEAD FREE PRIMED TRAINING LOADS					
AE9N1	$582.77	$221.45	**$361.32**	124 GR TOTAL METAL JACKET	1000
AE9N2	$592.82	$225.27	**$367.55**	147 GR TOTAL METAL JACKET	1000
AE40N1	$721.42	$274.14	**$447.28**	180 GR TOTAL METAL JACKET	1000
AE45N1	$856.06	$325.30	**$530.76**	230 GR TOTAL METAL JACKET	1000
BALLISTICLEAN PISTOL CENTERFIRE AMMUNITION					
BC9NT3	$866.11	$329.12	**$536.99**	100 GR. CQT FRANGIBLE	1000
BC9P1	$940.47	$357.38	**$583.09**	98GR CU/POLY	1000
BC40CT1	$1,115.29	$423.81	**$691.48**	125 GR. RHT FRANGIBLE	1000
BC40P1	$1,055.02	$400.91	**$654.11**	125GR CU/POLY	1000
BC45CT1	$1,147.45	$436.03	**$711.42**	155 GR. RHT FRANGIBLE	1000
CLASSIC PISTOL CENTERFIRE AMMUNITION					
9BP	$560.63	$213.04	**$347.59**	115 GR. HI-JHP	1000
9MS	$560.63	$213.04	**$347.59**	147 GR. HI-JHP	1000
9BPLE	$644.52	$244.92	**$399.60**	115GR. HI-JHP	1000
38G	$697.71	$265.13	**$432.58**	158 GR. SWHP	1000
40SWB	$709.98	$269.79	**$440.19**	155 GR. HI-JHP	1000
40SWA	$709.98	$269.79	**$440.19**	180 GR. HI-JHP	1000
45D	$836.85	$318.00	**$518.85**	230 GR. HI-JHP	1000
CENTERFIRE PISTOL AND REVOLVER					
GM38A	$715.40	$271.85	**$443.55**	148 GR LEAD WADCUTTER MATCH	1000
GM45B	$918.35	$348.97	**$569.38**	185 GR FMJ SEMI WADCUTTER MATCH	1000
AE25AP	$717.40	$272.61	**$444.79**	50 GR TOTAL METAL JACKET	1000
AE32AP	$795.77	$302.39	**$493.38**	71 GR FULL METAL JACKET	1000
AE380AP	$600.85	$228.32	**$372.53**	95 GR FULL METAL JACKET	1000
AE9DP	$397.89	$151.20	**$246.69**	115 GR FULL METAL JACKET	1000
AE9AP	$405.94	$154.26	**$251.68**	124 GR FULL METAL JACKET	1000
AE9FP	$411.95	$156.54	**$255.41**	147 GR FULL METAL JACKET FLAT POINT	1000
CENTERFIRE PISTOL AND REVOLVER					
AE38K	$725.45	$275.67	**$449.78**	130 GR FULL METAL JACKET	1000
AE38B	$725.45	$275.67	**$449.78**	158 GR LEAD ROUND NOSE	1000
AE357A	$954.53	$362.72	**$591.81**	158 GR JACKETED SOFT POINT	1000
AE357S2	$781.71	$297.05	**$484.66**	125 GR FULL METAL JACKET	1000
AE40R3	$542.58	$206.18	**$336.40**	165 GR FULL METAL JACKET	1000
AE40R1	$542.58	$206.18	**$336.40**	180 GR FULL METAL JACKET	1000
AE10A	$848.03	$322.25	**$525.78**	180 GR FULL METAL JACKET	1000

AE45A	$643.05	$244.36	**$398.69**	230 GR FULL METAL JACKET	1000
AMERICAN EAGLE IRT LEAD FREE PISTOL AND REVOLVER					
AE38LF1	$460.19	$174.87	**$285.32**	.38SPL 100GR LEAD FREE BALL	500
AE380LF1	$442.10	$168.00	**$274.10**	380 AUTO 70GR LEAD FREE BALL	500
AE9LF1	$351.68	$133.64	**$218.04**	9MM LUGER 70GR LEAD FREE BALL	500
AE40LF1	$432.05	$164.18	**$267.87**	40 S&W 120GR LEAD FREE BALL	500
AE45LF1	$472.24	$179.45	**$292.79**	45 AUTO 140GR LEAD FREE BALL	500
SYNTECH PISTOL AND REVOLVER					
AE9SJ2	$271.29	$103.09	**$168.20**	124 GR TOTAL SYNTHETIC JACKET (TSJ)	500
AE9SJ3	$281.34	$106.91	**$174.43**	147 GR TOTAL SYNTHETIC TRAINING MATCH	500
AE9SJ4	$281.34	$106.91	**$174.43**	124 GR TOTAL SYNTHETIC TRAINING MATCH	500
AE40SJ1	$345.65	$131.35	**$214.30**	165 GR TOTAL SYNTHETIC JACKET (TSJ)	500
AE40SJ2	$345.65	$131.35	**$214.30**	180 GR TOTAL SYNTHETIC TRAINING MATCH	500
AE45SJ1	$379.81	$144.33	**$235.48**	230 GR TOTAL SYNTHETIC JACKET (TSJ)	500
AE45SJ2	$381.81	$145.09	**$236.72**	230 GR TOTAL SYNTHETIC TRAINING MATCH	500
TACTICAL RIFLE					
LE223T1	$419.45	$159.39	**$260.06**	55 GR. BONDED SOFT POINT	200
LE223T3	$423.53	$160.94	**$262.59**	62 GR. BONDED SOFT POINT	200
LE556T4	$429.68	$163.28	**$266.40**	5.56MM 64GR BONDED SP	200
LE308TT2	$679.31	$258.14	**$421.17**	168 GR. TACTICAL BONDED TIP	500
LE300BLKTT1	$1,278.81	$485.95	**$792.86**	300 BLK 100 TACTICAL BONDED TIP	500
TRU RIFLE - TACTICAL RIFLE URBAN					
T223E	$716.13	$272.13	**$444.00**	55 GR. HP	500
T223T	$755.00	$286.90	**$468.10**	55 GR NOSLER BALLISTIC TIP	500
T223A	$562.68	$213.82	**$348.86**	55 GR. SP	500
T223L	$572.90	$217.70	**$355.20**	64 GR. SP	500
T223TTMK2	$658.84	$250.36	**$408.48**	223 REM 69GR TACTICAL TIPPED MATCHKING	500
T308T	$1,053.73	$400.42	**$653.31**	168 Tactical MatchKing	500
BALLISTICLEAN RIFLE					
BC556NX1	$783.73	$297.82	**$485.91**	5.56MM 50GR SEMI-JACKETED FRANGIBLE	500
BC223NT5	$783.73	$297.82	**$485.91**	42 GR. CQT (FRANGIBLE)	500
CENTERFIRE RIFLE					
30CA	$429.68	$163.28	**$266.40**	110 GR SP RN "POWER-SHOK"	200
AE223G	$521.76	$198.27	**$323.49**	50 GR JACKETED HOLLOW POINT	500
AE223	$442.10	$168.00	**$274.10**	55 GR FMJ BOAT-TAIL	500
AE223N	$462.19	$175.63	**$286.56**	62 GR FULL METAL JACKET	500
AE223T75	$472.24	$179.45	**$292.79**	75 GR TOTAL METAL JACKET (TMJ)	500
AE223NX1	$432.05	$164.18	**$267.87**	55 GR (LEAD FREE PRIMER)	500
AE224VLK1	$221.05	$84.00	**$137.05**	75 GR TOTAL METAL JACKET (TMJ)	200
F224VLKMSR1	$381.81	$145.09	**$236.72**	90 GR FUSION	200
AE30CB	$532.53	$202.36	**$330.17**	110 GR FULL METAL JACKET	500
A76239A	$743.53	$282.54	**$460.99**	124 GR FULL METAL JACKET	500
AE308D	$876.16	$332.94	**$543.22**	150 GR FULL METAL JACKET BOAT-TAIL	500
AE3006N	$1,004.77	$381.81	**$622.96**	150 GR FULL METAL JACKET BOAT-TAIL	500
AE300BLK1	$813.87	$309.27	**$504.60**	150 GR FULL METAL JACKET BOAT-TAIL	500
AE300BLKSUP2	$811.85	$308.50	**$503.35**	220 GR OTM SUBSONIC	500
F300BMSR2	$361.73	$137.46	**$224.27**	150 GR FUSION	200
AE65CRD2	$371.76	$141.27	**$230.49**	120 GR OTM	200
GOLD MEDAL RIFLE					
GM6CRDM1	$505.39	$192.05	**$313.34**	107 GR SIERRA MK BTHP	200
GM6CRDBH1	$546.31	$207.60	**$338.71**	105 GR BERGER HYBRID	200
GM65CRDBH130	$544.26	$206.82	**$337.44**	130 GR BERGER HYBRID	200
GM65CRD1	$497.19	$188.93	**$308.26**	140 GR SIERRA MK BTHP	200
GM223BH73	$411.26	$156.28	**$254.98**	73 GR BERGER HYBRID	200
GM223M	$374.44	$142.29	**$232.15**	223 REM 69GR SIERRA MK BTHP	200
GM223M500	$910.50	$345.99	**$564.51**	223 REM 69GR SIERRA MK BTHP 500 RNDS	500
GM223M3	$374.44	$142.29	**$232.15**	223 REM 77GR SIERRA MK BTHP	200
GM224VLK1	$456.27	$173.38	**$282.89**	90 GR SIERRA MATCHKING BTHP	200
GM224VLKBH2	$474.69	$180.38	**$294.31**	224 VALKYRIE 80.5GR GOLD MEDAL BERGER	200
GOLD MEDAL RIFLE					
GM308BH185	$511.52	$194.38	**$317.14**	185 GR BERGER HYBRID	200
GM308M	$458.32	$174.16	**$284.16**	308 WIN 168GR SIERRA MK BTHP	200

GM308M500	$1,094.66	$415.97	**$678.69**	308 WIN 168GR SIERRA MK BTHP 500 RNDS	500
GM308M2	$450.15	$171.06	**$279.09**	308 WIN 175GR SIERRA MK BTHP	200
GM3006M	$507.44	$192.83	**$314.61**	3006 SPRG 168GR SIERRA MK BTHP	200
GM300WM	$748.87	$284.57	**$464.30**	300 WIN MAG 190GR SIERRA MK BTHP	200
GM762M2	$1,422.03	$540.37	**$881.66**	7.62X51MM 175GR GOLD MEDAL SIERRA MK BTHP	200
GM338LM2	$1,503.87	$571.47	**$932.40**	300 GR SIERRA MK BTHP	200
FRANGIBLE - NON LEAD					
BC127 RS	$773.68	$294.00	**$479.68**	FRANGIBLE NON LEAD	250
BC132 00	$580.76	$220.69	**$360.07**	FRANGIBLE NON LEAD	250
TACTICAL BUCKSHOT					
LE133 00	$335.60	$127.53	**$208.07**	8 PLTS - 00 BUCK	250
LE132 00	$335.60	$127.53	**$208.07**	9 PLTS - 00 BUCK	250
LE127 00	$335.60	$127.53	**$208.07**	9 PLTS - 00 BUCK	250
SLUG AND BUCKSHOT					
P154 00	$862.10	$327.60	**$534.50**	12GA 2-3/4" 9 PLTS-00 BUCK COPPER PLATED	250
P156 00	$862.10	$327.60	**$534.50**	12GA 2-3/4" 12 PLTS-00 BUCK COPPER PLATED	250
F127 000	$335.60	$127.53	**$208.07**	12GA 2-3/4" MAX. 8 PELLETS-000 BUCK	250
F127 00	$335.60	$127.53	**$208.07**	12GA 2-3/4" MAX. 9 PELLETS-00 BUCK	250
F130 00	$351.68	$133.64	**$218.04**	12GA 2-3/4" MAG. 12 PELLETS-00 BUCK	250
F127 RS	$335.60	$127.53	**$208.07**	12GA 2-3/4" MAX. 1OZ HOLLOW POINT	250
F130 RS	$361.73	$137.46	**$224.27**	12GA 2-3/4" MAG. 1-1/4OZ HOLLOW POINT	250
H132 00	$331.58	$126.00	**$205.58**	12ga 2-3/4" 3DE 9 PELLETS-00 BUCK	250
TACTICAL RIFLED SLUGS					
LE127 RS	$341.63	$129.82	**$211.81**	1 OUNCE HYDRA-SHOK HP	250
LEB127 RS	$351.68	$133.64	**$218.04**	1 OUNCE BALL SLUG	250
LEB127 DPRS	$432.05	$164.18	**$267.87**	1 OUNCE TRUBALL DEEP PENETRATOR SLUG	250
LEB127 LRS	$351.68	$133.64	**$218.04**	1 OUNCE SLUG LOW RECOIL	250
TOP GUN SHOTSHELLS					
HOA12L 7.5	$204.97	$77.89	**$127.08**	12GA 2 ¾ IN 1 1/8OZ 1,145 FPS 2 ¾ DRAM	250
HOA12L 8	$204.97	$77.89	**$127.08**	12GA 2 ¾ IN 1 1/8OZ 1,145 FPS 2 ¾ DRAM	250
HOA12H 7.5	$204.97	$77.89	**$127.08**	12GA 2 ¾ IN 1 1/8OZ 1,200 FPS 3DRAM	250
HOA12H 8	$204.97	$77.89	**$127.08**	12GA 2 ¾ IN 1 1/8OZ 1,200 FPS 3DRAM	250
TOP GUN SHOTSHELLS					
TG12 7.5	$148.71	$56.51	**$92.20**	12GA 2 3/4" 1 1/8OZ 1,200 FPS	250
TG12 8	$148.71	$56.51	**$92.20**	12GA 2 3/4" 1 1/8OZ 1,200 FPS	250
TGL12 7.5	$148.71	$56.51	**$92.20**	12GA 2-3/4" 2-3/4DE 1-1/8OZ 7.6	250
TGL12 8	$148.71	$56.51	**$92.20**	12GA 2-3/4" 2-3/4DE 1-1/8OZ 9	250
TGL12 9	$152.73	$58.04	**$94.69**	12GA 2-3/4" 2-3/4DE 1-1/8OZ 10	250
TG20 7.5	$148.71	$56.51	**$92.20**	20GA 2 3/4" 7/8OZ 1,210 FPS	250
TG20 8	$148.71	$56.51	**$92.20**	20GA 2 3/4" 7/8OZ 1,210 FPS	250
TG20 9	$148.71	$56.51	**$92.20**	20GA 2 3/4" 7/8OZ 1,210 FPS	250
.22 LONG RIFLE					
510	$521.76	$198.27	**$323.49**	22LR 40GR LRN 50CT	5000
745	$521.76	$198.27	**$323.49**	23LR HV 36GR COPPER PLATED HP "CHAMPION"	5250
TACTICAL RIFLED SLUGS					
LE127 RS	$341.63	$129.82	**$211.81**	TACTICAL 12GA 23/4 HS HP SLUG	250
LEB127 RS	$351.68	$133.64	**$218.04**	TACTICAL TRUBALL 12GA 23/4 SLUG	250
LEB127 DPRS	$432.05	$164.18	**$267.87**	12GA TACTICAL TRU DEEP SLUG 1oz	250
LEB127 LRS	$351.68	$133.64	**$218.04**	12GA TACTICAL LOW RECOIL	250

KIESLER POLICE SUPPLY, INC
STATE OF NORTH CAROLINA CATALOG PRICING - SPEER AMMUNITION

PART #	MSRP	38% Discount	Less 38% Discount	Description	Rounds per case
SPEER GOLD DOT G2 HIGH-PERFORMANCE CENTERFIRE AMMUNITION					
54226	$808.21	$307.12	**$501.09**	9MM LUGER 147 GR G2 AMMO	1000
53999	$910.50	$345.99	**$564.51**	40 S&W 180 GR G2 AMMO	1000
54256	$1,094.66	$415.97	**$678.69**	45 AUTO 230 GR G2 AMMO	1000
SPEER GOLD DOT HIGH-PERFORMANCE CENTERFIRE AMMUNITION					
23602GD	$337.60	$128.29	**$209.31**	124 GR. HST HP	200
23604GD	$401.03	$152.39	**$248.64**	32 AUTO 60 GR GDHP AMMO	200
53606	$695.66	$264.35	**$431.31**	380 AUTO 90 GR GDHP AMMO	1000
53614	$705.90	$268.24	**$437.66**	9MM 115 GR GDHP AMMO	1000
53618	$705.90	$268.24	**$437.66**	9MM 124 GR GDHP AMMO	1000
53619	$705.90	$268.24	**$437.66**	9MM LUGER 147 GR GDHP AMMO	1000
53617	$705.90	$268.24	**$437.66**	9MM LUG+P 124 GR GDHP AMMO	1000
53722	$873.68	$332.00	**$541.68**	38 SPL 125 GR GDHP AMMO	1000
53720	$873.68	$332.00	**$541.68**	38 SPL+P 125 GR GDHP AMMO	1000
53918	$761.15	$289.24	**$471.91**	357 SIG 125 GR GDHP-LP AMMO	1000
54234	$761.15	$289.24	**$471.91**	357 SIG 125 GR GDHP AMMO	1000
53960	$1,094.66	$415.97	**$678.69**	357 MAG 158 GR GDHP AMMO	1000
53970	$808.21	$307.12	**$501.09**	40 S&W 165 GR GDHP AMMO	1000
53962	$818.44	$311.01	**$507.43**	40 S&W 180 GR GDHP AMMO	1000
54000GD	$468.55	$178.05	**$290.50**	10 MM AUTO 200 GR GDHP	200
23980GD	$515.61	$195.93	**$319.68**	44 S&W SPL 200 GR GDHP	200
53969	$904.37	$343.66	**$560.71**	45 AUTO+P 200 GR GDHP AMMO	1000
53966	$904.37	$343.66	**$560.71**	45 AUTO 230 GR GDHP AMMO	1000
53978	$935.06	$355.32	**$579.74**	45 G.A.P. 200 GR GDHP AMMO	1000
SPEER GOLD DOT HIGH-PERFORMANCE CENTERFIRE SHORT BARREL AMMUNITION					
954	$1,041.45	$395.75	**$645.70**	22 WMR 40-GR GOLD DOT HP "SHORT BARREL"	2000
23611GD	$378.53	$143.84	**$234.69**	9MM LUGER +P 124 GDHP SHORT BARREL	200
53921	$859.35	$326.55	**$532.80**	38 SPL+P 135 GR GDHP AMMO	1000
23917GD	$460.37	$174.94	**$285.43**	357 MAG 135 GDHP SHORT BARREL	200
23974GD	$419.45	$159.39	**$260.06**	40 S&W 180 GDHP SHORT BARREL	200
23975GD	$448.10	$170.28	**$277.82**	45 AUTO 230 SB GDHP AMMO	200
SPEER GOLD DOT HIGH-PERFORMANCE RIFLE AMMUNITION					
24446	$562.68	$213.82	**$348.86**	223 REM 55 GOLD DOT SP	500
24445SP	$562.68	$213.82	**$348.86**	223 REM 62 GR GOLD DOT	500
24475	$572.90	$217.70	**$355.20**	223 REM 75 GR GOLD DOT	500
24457	$961.66	$365.43	**$596.23**	308 WIN 150GR SPEER GDSP	500
24458	$961.66	$365.43	**$596.23**	308 WIN 168 SPEER GDSP	500
SPEER LAWMAN BRASS CASE CENTERFIRE AMMUNITION					
53608	$603.60	$229.37	**$374.23**	380 AUTO 95 GR TMJ LAWMAN	1000
53650	$397.89	$151.20	**$246.69**	9MM LUGER 115 GR TMJ LAWMAN	1000
53651	$401.90	$152.72	**$249.18**	9MM LUGER 124 GR TMJ LAWMAN	1000
53620	$411.95	$156.54	**$255.41**	9MM LUGER 147 GR TMJ LAWMAN	1000
53733	$695.31	$264.22	**$431.09**	38 SPL 125GR TMJ LAWMAN	1000
53750	$697.31	$264.98	**$432.33**	38 SPL+P 158 TMJ LAWMAN	1000
53919	$633.00	$240.54	**$392.46**	357 SIG 125 GR TMJ LAWMAN	1000
53955	$492.34	$187.09	**$305.25**	40 S&W 165 TMJ LAWMAN	1000
53652	$492.34	$187.09	**$305.25**	40 S&W 180 GR TMJ LAWMAN	1000
53653	$562.68	$213.82	**$348.86**	45 AUTO 230 GR TMJ LAWMAN	1000
53658	$572.73	$217.64	**$355.09**	45 AUTO 230 GR FLAT NOSE TMJ LAWMAN	1000
53979	$823.92	$313.09	**$510.83**	45 G.A.P. 185 GR TMJ LAWMAN	1000
53980	$793.77	$301.63	**$492.14**	45 G.A.P. 200 GR TMJ LAWMAN	1000
SPEER LAWMAN CLEAN-FIRE BRASS CASE CENTERFIRE AMMUNITION					
53824	$452.15	$171.82	**$280.33**	9MM LUGER 124 GR TMJ CLNFR LMN	1000
53826	$452.15	$171.82	**$280.33**	9MM LUGER 147 GR TMJ CLNFIR LM	1000
53833	$665.16	$252.76	**$412.40**	38 SPL+P 158 TMJ CLNFIR LAWMAN	1000
54232	$665.16	$252.76	**$412.40**	357 SIG 125 GR TMJ CLNFIR LMN	1000
53982	$665.16	$252.76	**$412.40**	40 S&W 165 TMJ CF LAWMAN LEO	1000

53880	$572.73	$217.64	**$355.09**	40 S&W 180 GR TMJ CLNFIR LAWMN	1000
53885	$683.24	$259.63	**$423.61**	45 AUTO 230 GR TMJ CLNFIR LMN	1000
SPEER LAWMAN RHT CENTERFIRE AMMUNITION					
53365	$815.87	$310.03	**$505.84**	9MM 100 GR RHT FRANGIBLE	1000
53368	$1,020.85	$387.92	**$632.93**	357 SIG 100 FRANGIBLE AMMO	1000
53375	$944.48	$358.90	**$585.58**	40 S&W 125 GR RHT FRANGIBLE	1000
53395	$1,115.29	$423.81	**$691.48**	45 AUTO 155 GR RHT FRANGIBLE	1000
BLAZER CENTERFIRE AMMUNITION					
3501	$639.03	$242.83	**$396.20**	25 AUTO 50 GR FMJ BLAZER	1000
3503	$709.37	$269.56	**$439.81**	32 AUTO 71 GR FMJ BLAZER	1000
3505	$536.55	$203.89	**$332.66**	380 AUTO 95 GR FMJ BLAZER	1000
3509	$391.85	$148.90	**$242.95**	9MM 115 GR FMJ BLAZER	1000
3514	$602.87	$229.09	**$373.78**	38 SPL+P 125 GR JHP BLAZER	1000
3519	$602.87	$229.09	**$373.78**	38 SPL+P 158 GR FMJ BLAZER	1000
3542	$705.35	$268.03	**$437.32**	357 MAG 158 GR JHP BLAZER	1000
3589	$538.56	$204.65	**$333.91**	40 S&W 165 FMJ BLAZER	1000
3597	$610.90	$232.14	**$378.76**	10MM AUTO 200 FMJ BLAZER	1000
3556	$1,065.06	$404.72	**$660.34**	44 SPL 200 GR JHP BLAZER	1000
3570	$643.05	$244.36	**$398.69**	45 ACP 230 FR FMJ BLAZER	1000
3584	$1,276.06	$484.90	**$791.16**	45 COLT 200 GR JHP BLAZER	1000
BLAZER CLEAN-FIRE CENTERFIRE AMMUNITION					
3460	$502.39	$190.91	**$311.48**	9MM 124 TMJ CLNFIR BLZ (50 PK)	1000
3462	$502.39	$190.91	**$311.48**	9MM 147 GR TMJ CLNFIR BLAZER	1000
3522	$633.00	$240.54	**$392.46**	158 GR LRN BLAZER	1000
3475	$542.58	$206.18	**$336.40**	38 SPL+P 158 TMJ CF BLZ (50PK)	1000
3477	$612.92	$232.91	**$380.01**	40 S&W 180 TMJ CF BLAZER	1000
3480	$673.19	$255.81	**$417.38**	45 AUTO 230 TMJ CLNFIR BLAZER	1000
BLAZER BRASS AMMUNITION					
5200	$432.05	$164.18	**$267.87**	9MM 115GR FMJ BLAZER BRASS	1000
5201	$442.10	$168.00	**$274.10**	9MM 124GR FMJ BLAZER - BRASS	1000
5202	$592.82	$225.27	**$367.55**	380 AUTO 95 FMJ BLAZER BRASS	1000
5204	$673.19	$255.81	**$417.38**	125 FMJ BLAZER BRASS	1000
5207	$813.87	$309.27	**$504.60**	158 JHP BLAZER BRASS	1000
5210	$612.92	$232.91	**$380.01**	40 S&W 165 GR FMJ BLAZER BRASS	1000
5220	$612.92	$232.91	**$380.01**	40 S&W 180 GR FMJ BLAZER BRASS	1000
5230	$695.31	$264.22	**$431.09**	45 AUTO 230-GR FMJ BLAZER BRASS	1000
CCI RIMFIRE					
35	$500.37	$190.14	**$310.23**	22 LR STANDARD VELOCITY 40 GR LRN	5000
30	$631.00	$239.78	**$391.22**	22 LR MINI MAG 40 GR CPRN	5000
31	$622.95	$236.72	**$386.23**	22 LR MINI MAG 36 GR HP	5000

NC★DOA
Department of Administration

REQUEST FOR CLARIFICATION

Issuing Agency:	Department of Administration, Division of Purchase and Contract
Solicitation Number:	DPC-983753040
Solicitation Description:	Ammunition and Firearms
Date:	4/15/2024
Purchasing Agent:	Daniel Lanning
Phone:	984-236-0220
Email:	Daniel.lanning@doa.nc.gov

I. INSTRUCTIONS

1. Vendor should respond with a signed, completed version of this Request for Clarification via Ariba Sourcing Message Board by 4/17/2024 by 2:00 PM ET.
2. Review the table below and the items for which the State is seeking clarification.
3. Provide any additional information requested in the clarification column.

II. ITEMS REQUIRING CLARIFICATION

Clarification #	Response Section/Item	Clarification	Vendor Explanation
1	4.5	Vendors are requested to make deliveries within thirty (30) days after receipt of an order. Is the vendor able to guarantee delivery in this timeframe for firearms? ☐ YES ☑ NO	If the vendor's answer is no, what is the earliest guaranteed delivery timeframe for firearms? N/A
2	4.5	Vendors are requested to make deliveries within thirty (30) days after receipt of an order. Is the vendor able to guarantee delivery in this timeframe for Ammunition? ☐ YES ☑ NO	If the vendor's answer is no, what is the earliest guaranteed delivery timeframe for Ammunition? 30 - 365 +/- days. Lead time may vary depending on item, market, and demand.

III. VENDOR'S AUTHORIZED SIGNATURE

Vendor Name:	Kiesler Police Supply Inc.
Authorized Signature:	Brittany A. L. Girdler
Name & Title:	Brittany A.L. Girdler, Bid Specialist
Date:	4/16/2024

Attachment A - Pricing Form

Vendor Name:	Kiesler Police Supply Inc.

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

Category	Manufacturer's Name	Manufacturer's Product Line	% Discount from List Price/MSRP	VOLUME DISCOUNTS Amount for Volume Discount(s)	VOLUME DISCOUNTS % Volume Discount(s)
1,2,3	The Kinetic Group	**Ammunition**	38.00%	**0**	**0.00%**
1,2,3	The Kinetic Group	**Speer Ammunition**	38.00%	**0**	**0.00%**

Warranty

FEDERAL – FEDERAL PREMIUM – FUSION – AMERICAN EAGLE LIMITED WARRANTY

Federal Cartridge Company warrants its ammunition to be free from defects in workmanship and materials for a period of one (1) year from the date of purchase. This warranty is extended only to the original consumer purchaser. During the warranty period, we will (at our sole option) repair, replace or refund the purchase price of any defective part or product covered by this warranty when it is returned by the original owner with proof of purchase and an assigned Return Goods Authorization number from the factory. The repair, replacement or refund will be without charge except for reasonable shipping, handling and insurance charges.

If you have a warranty claim, contact our Customer Service Department at 1-800-379-1732. Each warranty return must receive pre-authorization and a return goods authorization number.

This warranty does not cover products damaged or rendered defective due to accident, misuse, abuse, modification, water damage, neglect, reloading, improper handling or storage, or failure to follow instructions for use.

ANY WARRANTIES IMPLIED BY LAW SHALL IN NO EVENT EXTEND BEYOND DURATION OF THIS EXPRESS WARRANTY. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. REPAIR OR REPLACEMENT AS PROVIDED HEREIN IS YOUR EXCLUSIVE REMEDY FOR ANY DEFECTIVE PRODUCT. IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE PURCHASE OR USE OF THIS PRODUCT, WHETHER BASED UPON CONTRACT, TORT, STATUTE OR OTHERWISE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

CONTACT US

Federal
900 Bob Ehlen Drive
Anoka MN, 55303
1-800-379-1732
www.federalpremium.com

Warranty

FEDERAL PREMIUM – CCI – SPEER – BLAZER – AMERICAN EAGLE LIMITED WARRANTY

Speer warrants its ammunition and bullets to be free from defects in workmanship and materials for a period of one (1) year from the date of purchase. This warranty is extended only to the original consumer purchaser. During the warranty period, we will (at our sole option) repair, replace or refund the purchase price of any defective part or product covered by this warranty when it is returned by the original owner with proof of purchase and an assigned Return Goods Authorization number from the factory. The repair, replacement or refund will be without charge except for reasonable shipping, handling and insurance charges. If you have a warranty claim, contact our Customer Service Department at 1-866-286-7436. Each warranty return must receive pre-authorization and a return goods authorization number. This warranty does not cover products damaged or rendered defective due to accident, misuse, abuse, modification, water damage, neglect, reloading, improper handling or storage, or failure to follow instructions for use. ANY WARRANTIES IMPLIED BY LAW SHALL IN NO EVENT EXTEND BEYOND DURATION OF THIS EXPRESS WARRANTY. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. REPAIR OR REPLACEMENT AS PROVIDED HEREIN IS YOUR EXCLUSIVE REMEDY FOR ANY DEFECTIVE PRODUCT. IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND

ARISING OUT OF THE PURCHASE OR USE OF THIS PRODUCT, WHETHER BASED UPON CONTRACT, TORT, STATUTE OR OTHERWISE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

CONTACT US

Speer
2299 Snake River Ave.
Lewiston, ID 83501
1-866-286-7436