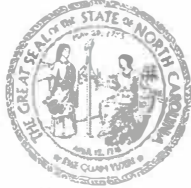
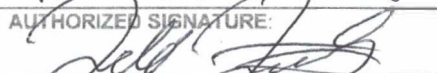


STATE OF NORTH CAROLINA Department of Administration 	REQUEST FOR BEST AND FINAL OFFER NO. DPC-983753040
Refer <u>ALL</u> inquiries regarding this BAFO to: Daniel Lanning via the Ariba Sourcing Tool	Offers will be received until: April 17, 2024 by 2:00 PM ET
See page 2 for Submission Instructions	Issue Date: April 15, 2024
	Commodity Number: 461000 – Light Weapons and Ammunition
	Description: Ammunition & Firearms
	Using Agency: State of NC
	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: <u>PAI Defense</u>	EMAIL: <u>justin@paiddefense.com</u>	
STREET ADDRESS: <u>204 E Chicago St</u>	P.O. BOX:	ZIP:
CITY & STATE & ZIP: <u>Columbia City, IN 46725</u>	TELEPHONE NUMBER: <u>260-244-4570</u>	TOLL FREE TEL. NO:
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: <u>Todd Franks, Manager</u>	FAX NUMBER:	
AUTHORIZED SIGNATURE: 	DATE: <u>04/16/2024</u>	

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 <u>Daniel Lanning</u> (Authorized Representative of Department of Administration)
--

Attachment A - Pricing Form

Vendor Name: PAI Defense

- Category
- 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- Firearms Suppressors

10- Firearms Accessory/Parts

11- Firearms Machineguns and Destructive Devices

12- Less Lethal Ammunition

Category	Manufacturer's Name	% Discount from List Price/MSRP	Guaranteed Delivery in Calendar Days A/R/O	VOLUME DISCOUNTS	
				Amount for Volume Discount(s)	
12	ALS (ALS is unable to offer FOB Freight on Board shipping of their products. Due to the hazmat charges that are applicable to many, but not all of their products, shipping fees vary greatly. This would cause an unnecessarily high price for the State on some products in order to not sell at a loss on other products. In order for ALS products to be offered at the best price to the State, shipping will need to be an additional charge and determined based on a specific order.	7.5%	120*		
2	B&T	15%	120*		
9	B&T	15%	120*		
10	B&T	15%	120*		
11	B&T	15%	120*		
7	Benelli	22%	90*		
10	Benelli	15%	90*		

4	Byrna	5%	120*		
10	Byrna	5%	120*		
9	Daniel Defense	15%	90*		
10	Daniel Defense	15%	90*		
6	Daniel Defense (Delta 5 Pro rifles are a 12% discount off MSRP in order to remain competitive on all other Daniel Defense rifles. Otherwise we would have to give less of a discount on the rest of the line of rifles, which would cause an unnecessarily high price for the State.) (For a Geissele Super Semi Automatic installed at the factory, it is a \$231. For a Geissele G2S trigger installed, it is \$168.) (For a fully-automatic milspec trigger, there is a \$100 surcharge. For a Geissele Super Select Fire trigger installed at the factory, it is a \$365 surcharge.) (For any custom muzzle devices, parts, or custom laser engraving, please contact us and we can work with the factory to get it installed/completed prior to shipment.)	23% and 12%	90*		
5	Daniel Defense (For a Geissele Super Semi Automatic installed at the factory, it is a \$231. For a Geissele G2S trigger installed, it is \$168.) (For a fully-automatic milspec trigger, there is a \$100 surcharge. For a Geissele Super Select Fire trigger installed at the factory, it is a \$365 surcharge.) (For any custom muzzle devices, parts, or custom laser engraving, please contact us and we can work with the factory to get it installed/completed prior to shipment.)	22%	90*		
8	Eotech	16%	120*		
10	Eotech	16%	120*		
5	Geissele	16%	120*		
6	Geissele	16%	120*		
10	Geissele	18%	120*		
5	Heckler & Koch (HK does not offer FET IN to agencies or individuals)	25%	120*		
6	Heckler & Koch (HK does not offer FET IN to agencies or individuals)	27%	120*		
10	Heckler & Koch (HK does not offer FET IN to agencies or individuals)	10%	120*		
11	Heckler & Koch (HK does not offer FET IN to agencies or individuals)**	10%	365*		
9	KGM	15%	90*		
10	KGM	25%	90*		
5	Shadow Systems (All pistol sales must be placed on Agency Letterhead)	32%	90*		

*Delivery lead times subject to quantity in stock, market conditions, importation times, and ATF processing times.

**Once a Heckler & Koch firearm that is subject to the NFA is ordered, it is unable to be canceled due to the ATF and Importation restrictions.



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

Refer <u>ALL</u> 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.

COMPLETE/FORMAL NAME OF VENDOR: PAI Defense		
STREET ADDRESS: 204 East Chicago St.	P.O. BOX:	ZIP: 46725
CITY & STATE & ZIP: Columbia City, IN 46725	TELEPHONE NUMBER: 260-244-4570	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Todd Franks, Manager		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 04/05/24	E-MAIL: todd@paidense.com

Bid Number: DPC-983753040

Vendor: PAI Defense

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)

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Bid Number: DPC-983753040

Vendor: PAI Defense

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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.

Issue IFB	State	March 7 th , 2024
Hold Pre-Bid Conference/Site Visit	State	March 14 th , 2024, at 2:00 PM ET
Submit Written Questions	Vendor	March 15 th , 2024 by 4:30 PM ET
Provide Responses to Questions	State	March 20 th , 2024
Submit Bids	Vendor	March 28 th , 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 REGARDING 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: Each manufacturer will provide warranty as needed, See warranty information.

Company Address: _____

Contact Person (name): _____

Contact Person (phone number): _____

Contact Person (e-mail): _____

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 SUSTAINABILITY 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 | • Hornady |
| • Remington | • Defender |
| • Federal | • Sig Sauer |
| • Winchester | • Nosler |

Firearms

- | | |
|------------------|------------------|
| • Glock | • IWI |
| • Bushmaster | • Del-Ton |
| • Sig Sauer | • Colt |
| • Heckler & Koch | • Ruger |
| • Benelli | • Beretta |
| • Remington | • FN |
| • Mossberg | • 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.

Name:	Justin Ross
Office Phone #:	260-244-4570
Mobile Phone #:	517-652-4670
E-mail:	justin@paidefense.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

Bid Number: DPC-983753040

Vendor: PAI Defense

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.



Adam Sanders
Director of LE
6801 N 54th St
Tampa, FL 33610
4438525552
adam@bt-usa.com

To Whom It May Concern,

This letter is an acknowledgment of B&T's participation in State Bidding Process with PAI Defense

1. PAI Defense / Precision Arms of Indiana LLC is an Authorized B&T USA LE Distributor that can bid on this contract
2. MSRP listed on the bid provided by PAI Defense/Precision Arms of Indiana LLC was provided by B&T from B&T USA's certified pricelist and transposed into the bid as it is done by percentage off MSRP. For purposes of this bid Agency Price will be utilized as the MSRP FOB
3. B&T USA, not PAI Defense/Precision Arms of Indiana LLC will be solely responsible for Warranty Issues.
4. B&T USA has a limited Warranty to cover any and all manufacturer defects.
5. B&T USA is not responsible and therefore will not cover fiscal responsibility of breakage or defects caused by improper handling or usage of B&T USA products. This is Including but not limited to Shipping & Freight for non-warranty work, parts and labor associated to this work.
6. Any armorer training will be conducted directly with B&T USA and PAI Defense will facilitate the initial contact. Armorers training cost is in addition to and not included the purchase price of the firearms.
7. B&T USA guarantees delivery between 90-120 days for all products unless said products are on supply chain crisis raw material backorder, or unforeseen ATF delays.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Adam Sanders', written in a cursive, flowing style.

Adam Sanders
Director of LE
B&T USA



31March2024

To whom it may concern,

This letter acknowledges that PAI Defense, located in Columbia City, IN is an authorized Benelli Law Enforcement Dealer in good standing within the United States of America.

If any additional information is required, please contact me at the following:

Jeff Sterner

Sales Manager-Government Sales

17603 Indian Head Highway

Accokeek, MD 20607

p: 484-769-3932

jsterner@benelliusa.com

Respectfully,

A handwritten signature in black ink that reads "X Jeff Sterner". The signature is written in a cursive, flowing style. The "X" is written to the left of the name.

Jeffrey T. Sterner



April 5, 2024

TO: PAI Defense
204 E Chicago St.
Columbia City, IN 46725

RE: Daniel Defense Authorized Distributor Letter

Dear Sir or Ma'am,

Please accept this letter as confirmation that PAI Defense / Precision Arms of Indiana LLC is an Authorized Daniel Defense Distributor that can bid on Solicitation DPC-983753040.

Daniel Defense provided the MSRP listed on the solicitation bid provided by PAI Defense.

Our Manufacturer's Warranty backs all Daniel Defense products for a period of 36 months against all manufacturer defects, with no registration required. The date of warranty coverage begins from the date shipped from Daniel Defense's facility. If any item manufactured is faulty, defective, or broken due to manufacturing, we will repair/replace at no additional cost to the customer. Daniel Defense shall complete all warranty repairs and have the weapon system tested and shipped within 30 days after receipt at the manufacturer's facility.

Daniel Defense is committed to providing our customers with the best products and services. As part of our commitment, we offer a 2-day (16-hour) Armorers Course designed to provide our customers with advanced depot-level training. This course has been developed to provide our customers with the Knowledge and Skills needed to perform routine preventative maintenance, diagnose malfunctions, and repair firearms as needed to ensure safe operation. Training will be at a location chosen by the government; however, Daniel Defense offers the option to conduct the training at our headquarters in Black Creek, GA. At the conclusion of the course, students will receive a Certificate of Completion which will remain valid for 3 years.

Any questions or concerns can be addressed to Joe Marler, Law Enforcement Sales Manager, at jmarler@danieldefense.com or 912-851-3251.

Respectfully,

June Wetherbee
Contracts and Compliance Manager
912-851-3282



»LIGHTER. STRONGER. BETTER....



46900 Port St. Plymouth, MI 48170
Telephone: 888-368-4656 Web: www.eotechinc.com

03-06-2024

Subject: Authorized Dealer

To: Pennsylvania State Contracting Officer
Re: Pennsylvania State Police RFP

To whom it may concern,

Please let this letter serve as confirmation that PAI Defense, is an authorized dealer of EOTECH and in good standing. PAI Defense is authorized to add our products to any applicable national, state, and local contracts and may market and sell the full line of EOTECH products.

EOTECH is a licensed manufacturer of Holographic Weapon Sights, magnifiers, pistol optics, rifle scopes, night vision devices, thermal imaging devices and sensors.

If you need any further information or have any questions, please contact me directly.

Thank you,

-Paul Malone

Paul Malone
Manager of Law Enforcement
Business Development

EOTECH

46900 Port St. Plymouth, MI 48170 / USA
m [+1 805 717 8860](tel:+18057178860)
paul.malone@eotechinc.com / eotechinc.com

4/2/2024

GEISSELE[®]

AUTOMATICS

To whom it may concern:

This letter is to inform you that PAI Defense / Precision Arms of Indiana LLC is authorized to provide Super Duty Rifles and services required by this DPC-983753040.

Geissele Automatics, the OEM, will perform any warranty services should they be required.

The MSRP listed on their bid was provided by Geissele Automatics LLC and transposed it to the bid as it is done by percentage off MSRP.

Any armorer training will be purchased separately, and conducted directly with Geissele Automatics or its Authorized Trainers and PAI Defense will facilitate the initial contact.

Respectfully,



Michael J. Follett, Esq. MBA



NO COMPROMISE

To whom it may concern,

As of April 2, 2024, PAI Defense / Precision Arms of Indiana LLC is an Authorized Heckler & Koch Defense - Law Enforcement Dealer / Distributor that can bid any state and local law enforcement contract for our products.

The HK LE Price List is published year to year on January 1st. PAI's bid pricing was provided by HK Defense and is from HK's Agency price list.

All HK products sold through this LE program would be covered by Heckler & Koch's manufacturer LE warranty. Any issues with products would be managed from HK's customer success facility in Columbus, Ga.

HK's armorer training will be conducted directly by HK Defense. HK offers armorer training for all HK weapon systems in production. Training at HK's new state of the art classroom at our Columbus, GA campus is encouraged, but remote training can be arranged at your department's training facility.

Heckler & Koch's Law Enforcement division has a dedicated staff that manages all aspects of manufacturing, sales and service of our products.

Respectfully,

Jason Whitten *J. Whitten*
Law Enforcement Sales Manager
Heckler & Koch



Subject: Law Enforcement/Government sales of KGM Technologies

Date: March 29, 2024

To whom it may concern,

Please let this letter serve as notification that PAI Defense/Precision Arms of Indiana, LLC is an authorized distributor of KGM Technologies products. As a reputable dealer of our products, they are authorized to bid on Law Enforcement/Government contracts throughout the United States, utilizing pricing that was previously provided by KGM Technologies.

KGM Technologies products are made in the United States in our state-of-the-art manufacturing facility in Peachtree Corners, GA. Any warranty/repair claims of KGM products are conducted in this facility in accordance with our established warranty and repair policies.

If there are any questions regarding the status of PAI Defense/Precision Arms of Indiana as an authorized dealer of KGM products, please feel free to contact me via email at bbracken@kgm-tech.com or via phone at 678-222-8651.

Thank you,

A handwritten signature in black ink, appearing to read "Bill Bracken", is written above the printed name.

Bill Bracken

Director of Government Business Development

KGM Technologies, Inc.

4900 Avalon Ridge Parkway Peachtree Corners, GA 30071 | 770.769.1495

www.KGM-TECH.com



April 1, 2024

SUBJECT: PAI Defense Indiana

To whom it may concern:

We would like to inform you that PAI Defense Indiana is authorized to bid Shadow Systems products for the North Carolina state contract.

Regarding MSRP, pricing reflects commercial MSRP pricing for identically configured firearm models. Shadow Systems does not publish MSRP for Law Enforcement/Military specific SKUs.

Additionally, there will be no changes in published prices for at least the 2024 calendar year.

Regards,

A handwritten signature in blue ink, appearing to read "Richard T.S. Roe".

Richard T.S. Roe
CEO

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

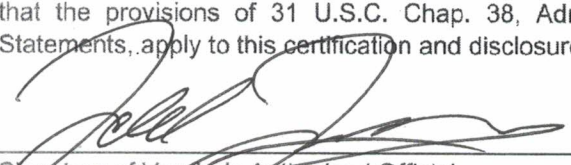
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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, PAI Defense, 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.

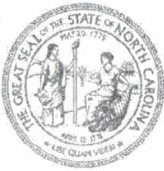


Signature of Vendor's Authorized Official

Todd Franks, Manager

Name and Title of Vendor's Authorized Official

04/05/2024
Date



ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: DPC-983753040

Vendor Name: PAI Defense

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: See Below (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.

PAI Defense has all of its financial documents reviewed by an external CPA. We have internal controls and follow all GAAP procedures. PAI Defense can make any financial documents available to the State as needed. Further, contact with our financial institution can be arranged as necessary to resolve any potential concerns.

Signature

Date

Printed Name

Title

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



ATTACHMENT D: HUB Supplemental Vendor Information

Solicitation #: DPC-983753040

Vendor Name: PAI Defense

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**

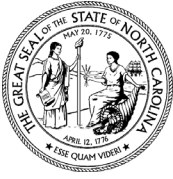
If **yes**, then provide the following information:

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



ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: DPC-983753040
Vendor Name: PAI Defense

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?

PAI Defense, 204 E Chicago St, Columbia City, IN 46725

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.



PAI Defense
204 E Chicago St
Columbia City, IN 46725
260-244-4570

Primary Contact:
Justin Ross
justin@paidefense.com

Secondary Contact:
Todd Franks
todd@paidefense.com



ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE

Solicitation #: DPC-983753040

Vendor Name: PAI Defense

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

Name of Customer Organization:	Westfield Police Department
Customer Reference Name:	Sgt. Song Kang
Customer Reference Address:	17535 Dartown Rd, Westfield IN 46074
Customer Reference Email:	Skang@westfield.in.gov
Start Date:	2019
End Date:	Current
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	We have provided shotguns, pistols, rifles, and accessories to Westfield PD.

Name of Customer Organization:	Whitley County Sheriff Department
Customer Reference Name:	Captain Billy Maddox
Customer Reference Address:	101 W Market St Columbia City, IN 46725
Customer Reference Email:	bmaddox@whitleysd.com
Start Date:	2017
End Date:	Current
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	Whitley county has purchased pistols, rifles, shotguns, NFA Firearms, ammo, and accessories from us.

Name of Customer Organization:	Kentwood Police Department
Customer Reference Name:	Sgt. Unseld
Customer Reference Address:	4742 Walma Ave SE Kentwood MI 49512
Customer Reference Email:	unseld@kentwood.us
Start Date:	2018
End Date:	Current
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	Kentwood has purchased pistols and silencers from us.



PAI DEFENSE
204 EAST CHICAGO ST COLUMBIA CITY, IN 46725
OFFICE (517)652-4670 SHOP 260-244-4570
WWW.PAIDFENSE.COM

TRADE REFERENCES LIST

Purchasing,

Please see the following trade references list of departments that have purchases similar products from PAI (Precision Arms of Indiana LLC) and relevant contact information.

DEPARTMENT: Westfield Police Department

ADDRESS: 17535 Dartown Rd, Westfield Indiana 46074

CONTACT: Sgt Song Kang Phone: 317-690-5505 Email: skang@westfield.in.gov

DEPARTMENT: Whitley County Sheriff Department

ADDRESS: 101 W Market St Columbia City, IN 46725

CONTACT: Captain Billy Maddox 260-229-0945 Email: bmaddox@whitleysd.com

DEPARTMENT: ST Ann Police Department

ADDRESS: 10405 St Charles Rock Rd St Ann MO 63074

CONTACT: Joe Benne Firearms Tech Phone: 314-581-1571 Email: jbenne@stannmo.org

DEPARTMENT: Kentwood Police Department

ADDRESS: 4742 Walma Ave SE Kentwood MI 49512

CONTACT: Sgt Unseld Phone: 616-656-6585 Email: unseldd@kentwood.us

Professionally,

Justin L Ross

Justin L Ross

Managing Member

PAI Defense

justin@paidefense.com

(517)652-4670

SERVING THE FIRST RESPONDER AND RESPONSIBLE CITIZEN



REQUEST FOR CLARIFICATION

Issuing Agency:	Department of Administration, Division of Purchase and Contract
Solicitation Number:	DPC-983753040
Solicitation Description:	Ammunition and Firearms
Date:	4/16/2024
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	4.1, Attachment A	Category 2 – Ammunition Rifle On the pricing form is the vendor offering Category 2 – Ammunition Rifle for the manufacturer B&T on line 41? ☐ YES ☒ NO If NO, what is the correct category being offered for B&T on line 41 of the pricing form?	The correct category is 6, Firearms Rifle.

III. VENDOR'S AUTHORIZED SIGNATURE

Vendor Name:	PAJ Defense
Authorized Signature:	
Name & Title:	Todd Franks, Manager

04/16/2024



Adam Sanders
Director of LE
6801 N 54th St
Tampa, FL 33610
4438525552
adam@bt-usa.com

To Whom It May Concern,

This letter is an acknowledgment of B&T's participation in State Bidding Process with PAI Defense

1. PAI Defense / Precision Arms of Indiana LLC is an Authorized B&T USA LE Distributor that can bid on this contract
2. MSRP listed on the bid provided by PAI Defense/Precision Arms of Indiana LLC was provided by B&T from B&T USA's certified pricelist and transposed into the bid as it is done by percentage off MSRP. For purposes of this bid Agency Price will be utilized as the MSRP FOB
3. B&T USA, not PAI Defense/Precision Arms of Indiana LLC will be solely responsible for Warranty Issues.
4. B&T USA has a limited Warranty to cover any and all manufacturer defects.
5. B&T USA is not responsible and therefore will not cover fiscal responsibility of breakage or defects caused by improper handling or usage of B&T USA products. This is Including but not limited to Shipping & Freight for non-warranty work, parts and labor associated to this work.
6. Any armorer training will be conducted directly with B&T USA and PAI Defense will facilitate the initial contact. Armorers training cost is in addition to and not included the purchase price of the firearms.
7. B&T USA guarantees delivery between 90-120 days for all products unless said products are on supply chain crisis raw material backorder, or unforeseen ATF delays.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Adam Sanders'.

Adam Sanders
Director of LE
B&T USA

ATTENTION: Please be aware of online merchants impersonating as direct Benelli retailers.

[LEARN MORE >](#)



HOME > SUPPORT > BENELLI FIREARM LIMITED WARRANTIES

Benelli Firearm Limited Warranties



The following firearm limited warranties are offered by Benelli which is proud to grant to its customers supplementary rights in addition to those provided by consumer protection law and by other laws applicable in the country of purchase of the firearm; these rights are granted in addition and without prejudice to the warranties provided for by the foregoing legislations:

- ▶ 10-year Limited Warranty: Your new Benelli firearm is warranted for 10 years from date of purchase against any defect in materials or workmanship in the metal parts of your product ("10-year Warranty").
- ▶ BE.S.T. 25-year Limited Warranty: In addition, barrels and parts that are treated with the Benelli Surface Treatment ("BE.S.T.") (available on specific models) are warranted against rust and corrosion for 25 years from date of purchase ("BE.S.T. Warranty").

The 10-year Warranty and BE.S.T. Warranty are referred to collectively as the **"Benelli Warranties."** The Benelli Warranties are subject to the terms and conditions described below.

General Requirements for Coverage

In order to be covered by the Benelli Warranties you must:

- ▶ Register your firearm below within 30 days from purchase. The warranty will be validated by the serial number of your firearm. We recommend keeping a copy of your original proof of purchase so that the start date for your Benelli Warranties can be verified.
- ▶ Be the original purchaser of the firearm. The Benelli Warranties do not cover any claims made by subsequent owners.
- ▶ Purchase your firearm from an authorized Benelli dealer in the United States of America. Benelli dealers can be found at <https://www.benelliusa.com/find-a-benelli-dealer>.

REGISTER YOUR FIREARM

Benelli's Responsibility

- ▶ Benelli will, at its option, repair or replace, without charge for parts and labor, any Benelli firearm component that fails due to a defect in materials or workmanship during a warranty period. Shipping costs are the responsibility of the customer.
- ▶ In case the component to be replaced is out of stock, Benelli reserves the right to replace it with a comparable part. Benelli is not obligated to replace the whole firearm under the Benelli Warranties.
- ▶ Repairs and replacement parts are covered by the Benelli Warranties for the remainder of your original warranty period.

10-Year Warranty – Additional Terms

Your new Benelli firearm is warranted for 10 years from date of purchase against any defect in materials or workmanship in the metal parts ensuring the functioning of your firearm.

The 10-year firearms warranty does not cover defects or damage caused by:

- ▶ Misuse or accidents.
- ▶ Failure to provide proper care or maintenance.
- ▶ Failure to comply with instructions in the manual.
- ▶ Normal wear and tear resulting from the use of the firearm, including scratches, dents, and other cosmetic damage to the surface of finish parts in metal, wood, plastic, rubber or other materials.
- ▶ Rust or corrosion (except BE.S.T.-treated parts when applicable. See below).
- ▶ Obstructions in the barrel.
- ▶ Use of ammunition not compliant with international standards and/or loaded manually and/or reloaded.
- ▶ Products, parts, or services not manufactured, licensed, or supplied by Benelli.

Repairs and replacement parts replaced under the 10-year Warranty are covered by the 10-year Warranty for the remainder of your original warranty period.

BE.S.T. Warranty – Additional Terms

In addition to the 10-year firearm warranty, BE.S.T.-treated barrels and parts (available on specific models) are warranted against rust and corrosion for 25 years from date of purchase. This warranty runs concurrently with the 10-year firearms warranty. **Click here** for a list of BE.S.T.-

treated parts by model (parts not included in this list are not covered by the BE.S.T. 25-year warranty). NOTE: On some guns, proofing stamps, engraving and/or finish grinding must be applied after the parts are treated with the BE.S.T. finish. Small amounts of rust or corrosion may appear on these areas and are **not** covered by the BE.S.T. 25-year warranty.

The BE.S.T. Warranty does not cover defects or damage caused by:

- ▶ Misuse or accidents.
- ▶ Failure to provide proper care or maintenance.
- ▶ Failure to comply with instructions in the manual.
- ▶ Physical damage to the treated barrel or parts.
- ▶ Normal wear and tear resulting from the use of the firearm, including scratches, dents, and other cosmetic damage to the surface of finish parts in metal, wood, plastic, rubber or other materials.
- ▶ Obstructions in the barrel.
- ▶ Use of ammunition not compliant with international standards and/or loaded manually and/or reloaded.
- ▶ Products, parts, or services not manufactured, licensed, or supplied by Benelli.

The maximum warranty period on BE.S.T. parts is 25 years from date of purchase. BE.S.T. parts replaced by Benelli as warranted service will be covered against rust and corrosion for the remainder of the original warranty.

Additional Provisions

Benelli and its authorized dealers and repairers shall not be responsible for any claims involving the relevant firearm that result from the use of faulty, non-standard, remanufactured or reloaded ammunition.

Benelli and its authorized dealers and repairers shall not be responsible for any direct or indirect damages of any nature caused to people, animals or things, deriving from negligence, criminal use, from improper or careless handling of the firearm or from other events not subject to Benelli's direct and immediate control.

Under no circumstances shall Benelli and/or its authorized dealers and repairers be responsible for incidental, consequential, punitive or other damages related to any product failure or warranty claim. Some states do not allow the exclusion of incidental or consequential damages, so above limitation may not apply to you.

Benelli does not authorize any dealer or any other person to vary the terms of these warranties or to make any other express warranties.

This warranty is provided to you in lieu of all other express warranties. If applicable law gives you any implied warranties, including of merchantability or fitness for a particular purpose, their duration is limited in duration to the applicable warranty period.

The Benelli Warranties shall be governed by and interpreted in accordance with the laws of the state of Maryland, U.S.A., without giving effect to any choice or conflict of law provision or rule. The exclusive venue and jurisdiction for all disputes arising under this agreement shall be in the state or federal courts located in the state of Maryland.

How to Obtain Benelli Warranty Service

For warranty service, follow the steps below **or** take your firearm to your local authorized Benelli dealer. Please note: dealers do not perform any warranty service.

1. Get a Return Authorization (RA) number (required).
 - ▶ Complete the repair request form and Benelli USA will email you a Return Authorization (RA) number.
 - ▶ Or call Benelli USA Customer Service at (301) 283-6981 (option 2) or (800) 264-4962 (option 2), 8 a.m. to 5 p.m. EST, Monday through Friday.
2. Ensure that the firearm is completely unloaded.
 - ▶ It is dangerous and illegal to ship a loaded firearm through the mail.
 - ▶ Visually and physically check both the chamber and the magazine.
 - ▶ If for any reason the gun cannot be completely unloaded prior to shipping, call Benelli USA at (301) 283-6981 (option 2) or (800) 264-4962 (option 2) for assistance.

Prepare your unloaded gun for shipping.

- ▶ Put your firearm in the original box, if available, with the spacers in place to prevent the bolt from contacting the forend.

- ▶ If you do not have the original box, it is best to ship the gun, assembled, in a hard gun case.
- ▶ Put a letter in the box describing the problem you are having. Be sure to include your name, address, and daytime phone number.
- ▶ Write the RA number on the outside of the shipping box.
- ▶ Insure the package for the replacement value of the gun.

4. Ship to the address listed below.

Benelli USA

Attn: Service Department

901 Eighth Street

Pocomoke, MD 21851

To Get Further Help

If you have questions concerning this warranty, please contact the Benelli customer service department:

Benelli USA

Attn: Service Department

901 Eighth Street

Pocomoke, MD 21851

Phone: (301) 283-6981 (option 2) or (800) 264-4962 (option 2)

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LOYALTY & REFERRAL

CONTACT US

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HOW IT WORKS WARRANTY SERVICE

CONFIRMATION OF

REFER AND SAVE!

WARRANTY REGISTRATION OWNERSHIP

DEALER / SALES INQUIRIES

English

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Hi. Need any help?



More peace of mind and **LOYALTY FAQ** our products with **SERVICE & RETURNS** always have proof of purchase will be contacted in the available for **ORDER STATUS** in case of insurance loss (ex. unlikely event a safety efficient customer support. fire, flood, or theft). notification is required.. **INVESTORS** **MEDIA INQUIRIES**



LIMITED FACTORY WARRANTY



The Byrna personal security device is warranted by Byrna Technologies Inc., solely to the original retail purchaser, to be delivered free from factory defects in materials and workmanship, under normal use, for a period of one year from the original date of purchase. To obtain warranty coverage, the warranty holder must (i) provide proof of original purchase, and (ii) the defective device must be safely and securely packaged and shipped before the expiration of the warranty period to Byrna Technologies Inc.'s designated service center in accordance with instructions provided with the Return Merchandise Authorization (RMA). The buyer's remedy under this warranty is limited, at the sole option of Byrna Technologies Inc., to a refund or credit to buyer of the price, or replacement of the defective device or other product. Byrna Technologies Inc. shall have the sole authority to determine if a claim is covered by this limited warranty.

EXCLUSIVITY OF WARRANTY AND LIMITATION OF REMEDIES



The remedy set forth above is the exclusive remedy for breach of the foregoing warranty. Except for the limited warranty expressly set forth above, Byrna Technologies Inc. makes no express or implied warranties or representations with respect to any Byrna® products, including any warranty of merchantability, warranty of fitness for a particular purpose, or warranty against infringement of intellectual property rights of a third-party. Buyers and owners are prohibited from making any warranty or representation regarding any Byrna® product that is inconsistent with the express, limited factory warranty set forth above. To the extent that applicable law does not permit for a disclaimer of express or implied warranties, Byrna Technologies Inc. hereby limits all express and implied warranties to one (1) year from the date of the original retail purchase.

English ▼

PROHIBITED USES, ALTERATION, VOIDABILITY OF WARRANTY



Owners should not attempt taking apart or repairing of the Byrna, or using it with any unauthorized or incompatible accessories, projectiles, or gas cartridges. Any alteration, abuse, misuse, neglect, or attempt to disassemble the device or use or install any unapproved third party product may void the warranty. The warranty also may be voided if the Byrna or any accessory or other product is improperly handled, stored or shipped.

END USER'S ASSUMPTION OF RISK



Before use, the user shall determine the suitability of the product for its intended use, read and understand all instructions, warnings and safety considerations provided in this manual, take all reasonable precautions to ensure its safe use, and assume all risks and liabilities in connection with the purchase, possession, and discharge of the Byrna. Byrna Technologies Inc. shall have no liability nor shall it assume any obligation to the purchaser of any Byrna® device or any third party for any special, non-compensatory, consequential, indirect, incidental, statutory, or other damages whatsoever, including, without limitation, punitive damages, lost profits, lost opportunities, lost revenue, loss of consortium, or other damage loss or injury whatsoever, regardless of the form of action and regardless of whether it sounds in contract, negligence, statutory or common law liability, or otherwise, known or unknown, even if foreseeable or explicitly informed, in any amount greater than the amounts paid by buyer to Byrna Technologies Inc. for the products, unless due to the gross negligence or willful misconduct of Byrna Technologies Inc. The limitations set forth above shall be deemed to apply to the maximum extent permitted by applicable law and notwithstanding the failure of the essential purpose of any limited remedies. Any buyer who does not agree to this assumption of risk may return the products purchased, in their original packaging, unused, and in original condition within 7 days of purchase.

WARRANTY REGISTRATION FORM FOR

English ▼



SEARCH RETURNS



GUARANTEED SATISFACTION

All Daniel Defense products carry a 100% satisfaction guarantee against defects in original materials and workmanship. If your Daniel Defense product shows evidence of such defects, Daniel Defense will make every accommodation to fix, repair, or replace your product in the most expeditious manner possible. Daniel Defense does not warranty products or damage caused to our products by the correct or incorrect installation of other manufacturer's products. Be sure to retain your sales slip as proof of purchase date when making a claim.

REQUIREMENTS

- + Please use the form below to contact our Warranty department to create an RMA prior to shipping items to ensure they are processed in a timely fashion.
- + Merchandise must be in new condition with original packaging.
- + Merchandise must be return shipped in a protective box.
- + Full refund including shipping if the return resulted from our error.
- + Otherwise, we will deduct the shipping costs from your refund.
- + Refunds for items purchased directly from Daniel Defense will be returned to the original purchase method.

- + Refunds for items purchased through our Financing Partner, Expert Voice, or other special programs, will be credited to those partners who will refund customers directly (processing times may vary).
- + Any other refunds will be issued via Check delivered by USPS.
- + Please provide a copy of the receipt or sales order number to expedite the process.
- + The customer will receive a refund within 10 business days of our receiving your return.

FAULTY PRODUCTS

If the product has been used in accordance with the manufacturer's instructions, but is faulty, unfit for purpose, or does not match the sample or description please return the product to us with a copy of your invoice. We may send the product to the manufacturer's service agent for assessment. Where the product is determined faulty or unfit for purpose we will provide you with a refund or exchange.

FIREARM SERVICE AND REPAIR

1) Should your firearm require adjustment or repair, make sure it is NOT LOADED and submit our Warranty Form below; or call Daniel Defense at 1-866-554-GUNS (4867).

WARRANTY FORM

NAME *

EMAIL *

STREET ADDRESS *

CITY *

STATE *

POSTAL CODE *

TELEPHONE *

WARRANTY OPTIONS *

ISSUE(S) YOU ARE EXPERIENCING *

DESCRIPTION OF PRODUCT *

IS PART SERIALIZED? *

- ☐ Yes
☐ No

☐ Subscribe

SUBMIT

STAY UP TO DATE

ENTER YOUR EMAIL



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NEW RELEASE - EXPS3-DCR DANGER CLOSE RETICLE > - SHIPPING APRIL 2024[Home](#) > Warranty Information

EOTECH Product Warranties

Welcome to the family of EOTECH owners!

All EOTECH Product is designed to give many years of trouble-free performance and reliability. Nonetheless, failures do sometimes occur even with equipment as well-built as EOTECH's. Therefore, please read the Warranty information below carefully, because it contains important information, which in the event of such a failure, may be very helpful to you.

If after reading EOTECH's Warranty thoroughly and you have any questions, please do not hesitate to [contact](#) EOTECH directly.

Please also note, that if your Product ever does require Warranty service, obtaining such service will be much easier if you have read the Warranty that applies to your product and have completed the Product Registration.

[**Post-2017 HWS/Magnifiers**](#)[**Pre-2017 HWS/Magnifiers**](#)[**Vudu Riflescopes**](#)[**Night Vision & Thermal**](#)[**L3Harris Night Vision & Thermal**](#)[Chat](#)

EOTECH Prestige Warranty (HWS/Magnifiers/EFLX)

Applies to products manufactured on or after January 1, 2017

Thank you for choosing EOTECH for your new purchase. We understand your passion for shooting and your reliance on products that will provide years of dependable use. That is why we offer a 10-year limited EOTECH Prestige Warranty, as described below. Should you experience a problem with your EOTECH product, we will do the following to make it right for you.

With the EOTECH Prestige Warranty, we warrant that your Holographic Weapon Sight, Magnifier or Pistol Sight product will be free from manufacturing defects in material and workmanship (including electronics) under normal use for a period of ten (10) years from the later of (i) customer's proof of the first purchase of the new product from an authorized commercial seller of EOTECH products or from EOTECH directly, or (ii) manufacturer's date/serial number (as specified on the product). EOTECH will, free of charge and as determined by EOTECH, either repair or replace your product with a comparable product for the first five (5) years. From five (5) to ten (10) years, EOTECH will, at the customer's request, evaluate and repair any and all defects in material and workmanship for a nominal bench fee. This warranty extends to subsequent owners to the remaining extent of the original owner's warranty. We do this because we want you to be as confident in your purchase as we are in the quality of our product.

This warranty does not apply to the following:

- **International military and government end users** will receive formal warranty statement(s) from their International Business Development Manager relevant to the country of end-use. Inquiries may be submitted through the [International Dealer Contact Form](#)
- Purchase of EOTECH branded product(s) from non-Authorized EOTECH International Resellers will be considered VOID of WARRANTY. Inquiries for who is an Authorized EOTECH International Reseller in your country/territory may be submitted via the [International Dealer Contact Form](#).
- Theft, loss, neglect, or vandalism
- Abuse, misuse, improper installation and modification, alterations, abnormal use, or accidents
- Cosmetic damage that does not affect the product's use, operation or performance, as determined by EOTECH
- Any defect or damage caused by repairs or services not performed by EOTECH
- EOTECH products not in the Holographic Weapon Sight or Magnifier product families, specifically, but not limited to, Vudu riflescopes; Laser Battery Caps (LBC); or L3Harris Insight branded products

EOTECH Standard 2-Year Product Warranty (HWS/Magnifiers)

Applies to products manufactured on or before December 31, 2016

All EOTECH Holographic Weapon Sights are crafted with pride in the USA and manufactured with our customer's satisfaction in mind. EOTECH guarantees every product to be free from manufacturing defects in material and workmanship under normal use for a period of two (2) years from the manufacturer's date or customer's proof of purchase. EOTECH, at its sole option, will promptly repair or replace the product without charge to the customer, if the product is covered under warranty.

EOTECH, at its sole option, will promptly repair or replace the product without charge to the customer, if the product is covered under warranty. All costs associated with product shipment will be incurred by the customer. EOTECH products, to be repaired under the warranty service, must have a valid return authorization number by submitting a Return Authorization Request Online.

EOTECH will, at the customer's request, evaluate and repair any and all defects in material and workmanship for a seventy-nine dollar (\$79.00 USD) bench fee. This warranty extends to subsequent owners to the remaining extent of the original owner's warranty. We do this because we want you to be as confident in your purchase as we are in the quality of our product. Product that can no longer be serviced will be eligible for a trade-up of a new product at a discount.

This warranty does not apply to the following:

- Theft, loss, neglect, or vandalism
- Abuse, misuse, improper installation and modification, alterations, abnormal use, or accidents
- Cosmetic damage that does not affect the product's use, operation or performance, as determined by EOTECH
- Any defect or damage caused by repairs or services not performed by EOTECH
- EOTECH products not in the Holographic Weapon Sight or Magnifier product families, specifically, but not limited to, Vudu riflescopes; Laser Battery Caps (LBC); or L3Harris Insight branded products.

NoBS Warranty (Vudu Riflescopes)

Limited Lifetime Warranty

EOTECH is proud to offer its No BS (NoBS) Lifetime warranty on its premium line of Vudu Precision Riflescopes. No BS means exactly that. No BS. EOTECH will repair or replace all issues related to materials and workmanship. We want you to be as confident in your purchase as we are in the quality of our product.

Should your Vudu Rifle scope ever experience any issues, we will repair or replace it, as determined by EOTECH, with a comparable product in equal or better condition, free of charge, PERIOD. You don't have to be the original owner and you will not need to provide proof of purchase.

We understand your passion for the sport and your reliance on products that will provide years of dependable use. You can depend on EOTECH products and count on us to take care of you.

THE WARRANTY PROVIDED HEREIN SHALL BE THE SOLE AND EXCLUSIVE WARRANTY. THERE SHALL BE NO OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER OBLIGATION ON THE PART OF EOTECH WITH RESPECT TO VUDU RIFLESCOPES COVERED BY THIS WARRANTY. EOTECH SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

This warranty does not apply to the following:

- Theft, loss, neglect, or vandalism
- Abuse, misuse, improper installation and modification, alterations, abnormal use, or accidents
- Cosmetic damage that does not affect the product's use, operation or performance, as determined by EOTECH
- Any defect or damage caused by repairs or services not performed by EOTECH
- EOTECH products not in the Vudu line of riflescopes

Night Vision & Thermal (EOTECH/Theon)

10-Year Limited Warranty

EOTECH Night Vision and Thermal products are guaranteed to be free from manufacturing defects in material and workmanship under normal use for a period of 10 Years from customer's proof of first purchase. In the event a defect that is covered by the warranty occurs during the applicable period stated above, EOTECH, at its discretion, will either repair or replace the product with a comparable product. Timeframe for repaired products could be up to 8-10 months, depending on the repair required.

This warranty does not cover a product if it has been:

- Subject of theft, loss, neglect, or vandalism;
- A cosmetic damage that does not affect the product's use, operation or performance, as determined by EOTECH;
- Used in any way other than its normal and customary manner;
- Misuse;
- Improperly altered, modified or repaired by the customer or by any party other than EOTECH;
- Discontinued by the manufacturer and either parts or replacement units are not available due to reasons beyond the control of EOTECH.

EOTECH shall not be responsible for any defects or damage resulting from the mishandling, abuse, misuse, improper storage, or improper operation, including use in conjunction with equipment, which is electrically or mechanically incompatible with, or of inferior quality to, the product, as well as failure to maintain the environmental conditions specified by the manufacturer.

The limitation includes using rechargeable batteries, storing the product with batteries installed, or battery compartment corrosion due to faulty battery.

THE CUSTOMER IS HEREBY NOTIFIED THAT OPERATION OF THE EQUIPMENT DURING DAYLIGHT HOURS OR UNDER ANY EXCESSIVE LIGHT CONDITIONS MAY PERMANENTLY DAMAGE THE INTERNAL COMPONENTS OF THE UNIT AND SAID DAMAGE WILL NOT BE COVERED UNDER THIS WARRANTY.

Image Intensifiers Tubes:

- All new Elbit Systems of America (ESA)[®] image intensifiers tubes that are included in the night vision devices are covered under the above listed warranty conditions for two (2) years after the date of sale.
- All new Photonis[®] brand image intensifiers tubes that are included in the night vision devices are covered under the above listed warranty conditions for one (1) year after the date of sale.

In addition, if the product is auto-gated, it is not able to withstand exposure to constant light including, but not limited to, light sources, weapon sights, or laser radiation. Auto-gated Generation III night-vision product are designed to stand up to night-time battlefield light conditions, but prolonged exposure to any light source will still cause significant damage, not under warranty coverage.

Thermal Imaging Sensor:

- All thermal imaging sensors used on EOTECH Clip-On and/or Standalone Weapon Sights are covered under the above listed warranty conditions for two (2) years after the date of sale. This warranty is extended only to the original purchaser/customer.

The customer understands and agrees that except for the foregoing warranty, no other warranties written or oral, statutory, expressed, or implied, including any implied warranty of merchantability or fitness for a particular purpose, shall apply to the product. All such implied warranties are hereby and expressly disclaimed.

Limitation Of Liability

EOTECH will not be liable for any claims, actions, suits, proceedings, costs, expenses, damages, or liabilities arising out of the use of any EOTECH product. Operation and use of the product are the sole responsibility of the customer. EOTECH's obligations under the current extend solely to the first purchaser/customer. The remedies of purchaser set forth herein are exclusive and the total liability of EOTECH whether based on contract, warranty, negligence, indemnification, strict liability or otherwise, shall not exceed the purchase price of the unit upon which liability is based. In no event shall EOTECH be liable for consequential, incidental, or special damages or loss of profits or business opportunity.

The customer acknowledges and agrees to comply with all applicable regulations regarding export/import, re-export, or disclosure (including but not limited to United States or Greece regulations) and will obtain any and all such registrations, licenses, agreements, approvals and/or certifications, as may be required by regulations for the export of technical data that may be provided under this Warranty.

Products, services, and/or technical data provided or disclosed under this Warranty may be subject to required and continuing United States Government approvals, clearances, regulations, and export/import and re-export requirements, including the United States Department of State International Traffic In Arms Regulations (Title 22, CFR Parts 120-130), the United States Department of Commerce Export Administration Regulations (Title 15, CFR 730-774), and any other United States Government regulation applicable to the export/import, re-export, or disclosure of such controlled technical data (or the products thereof) to Foreign Nationals whether within, or outside the United States including those employed by, or otherwise associated with, the customer.

Repairs After Expiration of Warranty

EOTECH shall make every effort to repair the unit in default at a reasonable cost after expiration of warranty. **However, extensive damage may or may not be repairable. The customer will be provided with a cost estimation prior to any work being performed.** Please contact our Customer Service Department for cost estimates and additional information.

Night Vision, Thermal & Lasers (L3Harris/Insight)

Applies to all L3Harris & Insight Branded Product

Effective August 1st, 2020 EOTECH is no longer a subsidiary of L3Harris Technologies. All warranty repair of thermal, night vision and laser products manufactured by L3Harris should be directed to L3Harris Customer Service at field.returns@l3harris.com.

[EOTECH Help Center](#)

LIMITED WARRANTY

GEISSELE is granted by Geissele Automatics. Geissele
AUTOMATICS warrants its firearms and other products against

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defects in materials and workmanship, for a period of four (4) years following the date of purchase by the original consumer purchaser of such firearm or other product who purchased such firearm or other product directly from Geissele Automatics or one of its authorized, licensed dealers ("Original Owner"). As it relates to such firearms and other products, this warranty applies only to the Original Owner of any such firearm or other product and any transfer of such firearm or other product by the Original Owner voids this warranty. With respect to such firearms and other products, this warranty supersedes any and all other warranties.

Geissele Automatics does not warrant its firearms or other products against normal wear and tear, items consumed or expended by their normal use (including springs, pins, etc.), improper maintenance, neglect, product misuse (including criminal misuse, negligence or use under the influence of drugs or alcohol), accidental damage, or damage caused by improper

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handling, unapproved modifications to the product, defective or improper ammunition, or corrosion or any other damage due to exposure to the elements. Defective accessories from other

manufacturers (e.g., scopes, suppressors, flash hiders, sights, slings, parts with glass or electronic components, etc.) may be warranted by their original manufacturers but are not covered by this warranty. Defective, reloaded, and/or improper ammunition is also not covered by this warranty. Geissele Automatics shall make the final determination as to whether its products are defective. Firearms purchased for use in, or used in, a commercial setting (e.g., range rentals) are also excluded from this warranty.

UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL GEISSELE AUTOMATICS OR ANY OF ITS AFFILIATES, PARENTS, OR SUBSIDIARIES (INDIVIDUALLY AND/OR COLLECTIVELY "GEISSELE GROUP") BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE, OR ANY INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE GEISSELE GROUPS' PRODUCTS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF GEISSELE GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL GEISSELE GROUP'S LIABILITY IN THE AGGREGATE EXCEED THE AMOUNT PAID BY THE ORIGINAL OWNER FOR THE PURCHASE OF THE FIREARM OR OTHER PRODUCT TO GEISSELE AUTOMATICS OR ONE OF ITS AUTHORIZED, LICENSED DEALERS, LESS ANY COSTS ASSOCIATED WITH SHIPPING AND INSURANCE.

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MEMBERS OF THE GEISSELE GROUP, DISCLAIMS ALL OTHER
WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, NOT**

EXPRESSLY STATED HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, SUCH WARRANTIES ARE LIMITED TO THE DURATION PROVIDED BY LAW. GEISSELE AUTOMATICS DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON OR ENTITY (INCLUDING ANY MEMBER OF THE GEISSELE GROUP OR ANY UNRELATED PERSON OR ENTITY) TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH ITS PRODUCTS.

In order to make a claim under this warranty, the Original Owner must submit written notice of such claim within four (4) years from the date of purchase along with a receipt evidencing such purchase by the Original Owner. If the Original Owner submits a valid claim under this Limited Warranty (as determined by Geissele Automatics in its sole discretion), Geissele Automatics will authorize your return of the product by issuing a "Return Material Authorization". If the Original Owner submits a claim under this Limited Warranty outside the foregoing four (4) year period, Geissele Automatics will review such requests on a case-by-case basis, and may issue in its sole discretion (but is not obligated to issue) a "Return Material Authorization". Neither issuance of a "Return Material Authorization" nor performance of any warranty service or repair, nor provision of any replacement part, shall, under any circumstances, extend the warranty period hereunder. In the event that Geissele Automatics issues a "Return Material Authorization" hereunder, it will, at its sole discretion,

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either without charge or other than charges for shipping and insurance, (i) repair the product, including replace defective parts with new or refurbished parts, or (ii) replace the product with a

product of equal or greater value. If Geissele Automatics decides to replace a product hereunder, Geissele Automatics will keep the product being replaced. RMA's created to replace components lost or damaged by user error may incur a fee for the replacement parts. The Original Owner's sole and exclusive remedy shall be as set forth herein.

You must satisfy all terms and restrictions set forth in this Limited Warranty and obtain a "Return Material Authorization" before shipping any product to Geissele Automatics. It is important that the owner comply with all applicable federal, state and local laws and regulations in the shipment of firearms to Geissele Automatics. Before shipping any product to Geissele Automatics, please ensure the following: (1) the product has not been modified and is clean, and any accessories have been removed from the product (unless otherwise instructed by a Geissele Automatics technical support agent); (2) there is no ammunition in any product or packaging (if you are returning a firearm, please ensure it is unloaded); (3) the completed Return Material Authorization form has been placed inside the packaging; and (4) the Return Material Authorization number has been clearly written on the outside of the packaging. Any failure to follow these instructions could result in your package being refused and returned to you without repairs at your expense.

To obtain service, contact Geissele Automatics at <https://geissele.com/contact/>.

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This warranty gives you specific legal rights, and you may have other legal rights, which vary from state to state.

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HECKLER & KOCH, INC. LIFETIME LIMITED WARRANTY

All new Heckler & Koch Inc. firearms purchased after January 1, 1998, are warranted to the original retail purchaser only for the lifetime of the said original retail purchaser. In the event that this original retail purchaser, at the time of the original purchase, shall donate this firearm to another person, the donee must be listed on the warranty card (or donee's name must be submitted during the online warranty registration), and the warranty card must be returned at that time to Heckler & Koch Inc. Heckler & Koch Inc. does not guarantee or warrant that any, all, or some donations or gifts are valid and compliant with all applicable laws, regulations, and ordinances. Heckler & Koch Inc. is not responsible or liable in any way for a donation or gift that does not comply with applicable laws, regulations, and ordinances. It is the responsibility of the original retail purchaser and the donee or recipient to ensure that any such transfer complies with all applicable laws, regulations, and ordinances.

Upon completion of the online warranty registration or receipt of the warranty card indicating the name of the said donee, this warranty shall be extended to the lifetime of the said donee. This warranty applies only if the firearm was imported into the United States and distributed by Heckler & Koch Inc. to an authorized dealer.

What Will We Do?:

Heckler & Koch Inc. will, at its option, repair or replace without charge any Heckler & Koch Inc. firearm that fails due to a defect in materials or workmanship. Parts and labor are included. Repairs are warranted for the duration of the warranty. If Heckler & Koch Inc. replaces a firearm under this warranty; you will receive a new warranty. Heckler & Koch Inc. will return your firearm to you normal surface freight prepaid. Handguns will be shipped next or second-day air delivery.

How to Obtain Service:

Contact Heckler & Koch Inc. via phone at (706) 701-5554 or email at CS@Heckler-Koch-US.com for a Return Authorization Number before sending your firearm freight prepaid to Heckler & Koch Inc. at the address listed below. No C.O.D. shipments will be accepted.

Only the existing Heckler & Koch Inc. Service Center or any other authorized Heckler & Koch Inc. Service Center that may be established by Heckler & Koch Inc. shall be authorized to make warranty repairs.

Return the complete, unloaded firearm with a detailed description of the problem using Heckler & Koch, Inc.'s Return Form. **DO NOT send any live ammunition with the firearm. If you must send ammunition to us for proof purposes, be sure that it is sent separately from the firearm.**

We strongly recommend that you return a properly completed warranty registration card or complete the online warranty registration at (<https://hk-usa.com/warranty/registration/>) to establish eligibility for warranty service. If you do not return a warranty card or an acknowledgment of online warranty registration to Heckler & Koch Inc., you are required to provide adequate proof of the date that you purchased your new Heckler & Koch Inc. firearm at the time you send your firearm to Heckler & Koch Inc. warranty service.

In the event that this firearm was given as a gift at the time of original purchase, the warranty card/online warranty registration with the name of the donee must be provided to Heckler & Koch Inc., in order for the warranty to become effective.

Note: Non-warranty servicing must follow the same shipping procedures as stated above.

HK firearms with a valid Return Authorization Number should be shipped to the following address in accordance with these instructions:

Heckler & Koch, Inc.

Attn: Service Department/RA# _____

5675 Transport Blvd. Suite 200

Columbus, GA 31907 USA

Any information gathered in connection with a Heckler & Koch Inc. lifetime limited warranty shall be used for that purpose and may be used for other legitimate business purposes of Heckler & Koch Inc. For further information, please review Heckler & Koch Inc.'s Privacy Policy, located at <https://hk-usa.com/cookie-policy-us/>.

What Is Not Covered?

This warranty does not cover defects or damage caused by: (1) unreasonable use; (2) failure to provide proper care or maintenance; (3) failure to comply with instructions in the owner's manual including improper installation of original Heckler & Koch Inc. parts by the owner or his agent; (4) normal wear and tear for the degree of use; (5) rust or corrosion; (6) obstructions in the barrels; (7) excessive use; (8) finish on the slide.

Heckler & Koch Inc. reserves the right to determine what constitutes the unreasonable or excessive use of the firearm.

All wooden parts and all accessories are excluded from warranty coverage.

This warranty does not cover any claims made by the second or subsequent owner of a Heckler & Koch Inc. firearm as stated above.

ANY UNAUTHORIZED ALTERATION OR MODIFICATION OF THE FIREARM OR USE OF PARTS OR COMPONENTS NOT ORIGINALLY MADE BY HECKLER & KOCH INC. MAY VOID THIS WARRANTY. HECKLER & KOCH INC. MAY NOT BE RESPONSIBLE FOR ANY CLAIMS INVOLVING THIS FIREARM THAT RESULT FROM THE USE OF FAULTY, NONSTANDARD, REMANUFACTURED, OR RELOADED AMMUNITION OR AMMUNITION NOT MANUFACTURED TO NATO, CIP, AND/OR SAAMI SPECIFICATIONS.

Under no circumstances shall Heckler & Koch Inc. be responsible or liable for incidental or consequential damages with respect to loss of use, loss of business or profits, other economic loss or injury to property, whether as a result of breach of express or implied warranty, negligence or otherwise. This Lifetime Warranty applies only to retail purchases by individuals through an authorized Heckler & Koch Inc. dealer.

Exclusions

This lifetime warranty explicitly excludes firearms purchased by the United States military, government institutions or agencies of the United States or any of its constituent states and territories, law enforcement agencies of the United States or any of its constituent states and territories, and/or security organizations located within the United States or any of its constituent states and territories. Firearms purchased by these entities and organizations for duty issue to their personnel and/or employees are covered by a one-year limited warranty against material defects and workmanship or as agreed upon in a valid contract.

This lifetime warranty also excludes rimfire .22LR rifles and pistols, which are covered by a one-year warranty.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions 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. This limited warranty is the only express warranty by Heckler & Koch Inc.

Heckler & Koch Inc. authorizes no dealer or any other person to vary the terms of this warranty or make any other express warranties.

Where to Get Further Help

If you have questions concerning this warranty, please contact Heckler & Koch's Customer Service Department at:

5675 Transport Blvd.

Columbus, GA 31907

Customer Service: (706) 701-5554 / Hours (M-F 9:30AM – 4:30PM)

Email: cs@heckler-koch-us.com

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[FAQ](#)

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[DEALER LOCATOR](#)

[NEWSROOM](#)

[WARRANTY](#)

[PRIVACY POLICY](#)

[REP PORTAL](#)



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Effective Date: April 4, 2024

Warranty Statement

KGM provides a limited lifetime warranty for our suppressors and suppressor-related accessories. We will repair or replace any KGM product that is deemed to have manufacturing, material, or workmanship defects if determined by KGM to be defective.

KGM does not warrant normal wear and tear, use of non-standard (SAAMI/NATO) ammunition, unauthorized modifications, alterations, or repairs, improper maintenance, abuse, misuse, improper mounting, or neglect. Repairs not covered under warranty will be at owner's expense, with the owner given approval authority before commencing repair work. Any serial number obliteration or alteration will void the warranty.

KGM will attempt to repair discontinued models subject to parts availability, or a comparable, currently produced model may be offered as a replacement.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Warranty Claims

For repair or replacement, email Customer Service at info@kgm-tech.com, or call at 770-769-1495, to obtain a Return Merchandise Authorization (RMA) number and instructions. Additionally, an RMA request can also be submitted through the website at www.kgm-tech.com. You will be supplied with additional shipping instructions specific to the product being returned.

info@kgm-tech.com | 770.769.1495 | kgm-tech.com

4900 Avalon Ridge Parkway Peachtree Corners, GA 30071

WHAT FINISH SHOULD I GET?



FLUTES? WHY?



CHANGING SPRING WEIGHTS: WHAT DOES IT DO AND WHEN TO DO IT?



CAN I USE MY SHADOW SYSTEMS PISTOL IN COMPETITION?



HOW CAN I CHECK MY GIFT CARD BALANCE?



ITAR RESTRICTIONS



FFL TRANSACTIONS



GIVEAWAY TERMS & CONDITIONS



WARRANTY

Shadow Systems warrants to the original purchaser that the firearm was made free of defects in material, function, and workmanship. Shadow Systems will address any such defect for the period that the original purchaser owns the firearm.

current production product of the kind or value.

This Limited Lifetime Warranty does not apply to wear items including: Firing Pins, Extractors, Magazine Catch and springs. This Limited Lifetime Warranty also does not cover loss, theft, deliberate damage, or cosmetic damage that does not affect function.

With that said, regardless of whether you are the original purchaser or what your issue is, we will always do our best to support you. Just contact us via our support form or give us a call at 469-458-6808 and speak to our Customer Service team. If required, we will make arrangements to return the firearm or components thereof to our facility for repair or send you a replacement part.

Shadow Systems warranty coverage is voided by:

- Careless or abusive handling, installation of aftermarket components, alterations or modifications, including those of a cosmetic nature, or failure to perform proper maintenance in accordance with this manual.
- Use of reloaded ammunition, or ammunition which is overloaded, damaged, or otherwise out of specification.
- Criminal misuse, negligence, or use while under the influence of drugs or alcohol.

respect to economic loss, injury, death or property damage, whether as a result of breach of this warranty, negligence or otherwise.

Use of Pistol in Self-Defense Situation

If you are forced to use your Shadow Systems pistol in a self-defense situation in the United States, it is possible that you will temporarily or permanently lose possession of your Shadow Systems pistol.

If your use of your Shadow Systems pistol is deemed legally justified to the satisfaction of Shadow Systems, but the pistol is not returned to you, Shadow Systems will replace your pistol free of charge, to the extent permitted by law.

This policy applies to civilians as well as law enforcement line of duty use in cases where the pistol was personally purchased by the officer.

CONTACT

US Headquarters:
Shadow Systems LLC

OUR PISTOLS

CR920
MR920

DEALER INQUIRIES

Dealer Inquiries are
welcome!

CONNECT WITH US ONLINE