

## EXHIBIT A

### DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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#### **1. DESCRIPTION OF GOODS AND SERVICES:**

- A.** This Contract is for the purchase of JP Patrol Rifles ("Rifles") and accessories ("Accessories") as listed in Exhibit B, Price Schedule for the Department of Emergency Services and Public Protection ("DESPP"). Contractor shall be an authorized distributor/ dealer of JP Enterprises Rifles and Accessories. The Contractor shall provide new, current production Rifles and Accessories. Surplus, seconds, factory rejects, closeouts or distressed Rifles or Accessories are not acceptable and, if furnished, will be rejected.
- B.** The Rifles shall be configured to the following specifications:
- a. JP Patrol Rifle (JP Rifle RR-JP15PR)
  - b. JP-15 Upper Assembly Dark Earth Cerakote Finish (JP15UA-CF)
  - c. JP-15 Forged Lower Assembly with Dark Earth Cerakote Finish (JP15LA-CF)
  - d. Select front take down pin (OPToTDP-F)
  - e. Select rear take down pin (OPToTDP-R)
  - f. JP-15 Rifle with Flat Dark Earth Cerakote Finish (oCF-RIFLE-JP15-DE)
  - g. Free-Floating Rapid Configuration Handguard, AR-15 Long (12.5" OAL), Dark Earth Cerakote. GEN III (oCKJPHG3-1MRC-DE)
  - h. Supermatch Barrel, 5.56 Chamber, 14.5" Light Contour, 1:8 Twist, Mid-Length Port Position, Chrome Lined, Chrom Moly, Mag Phosphate (JPSM556C-14.5L8M)
  - i. Surefire Muzzle Brake for M4/M16/AR Variants, Serves As -Suppressor Adapter for Socom 5.56 Suppressors, 1/2X28 Threads (oSf-MB556-1/2-28)
  - j. Modify Barrel and Brake for Pinned (PIN COMP)
  - k. MK III, Free-Floating Rapid Configuration Hand Guard, Rifle Length (12.5" OAL), Knurled Matte Black Hard Coat Anodized (Patent US 8,839,545 B1) (oJPHG3-1M-RC-CF)
  - l. MIL-STD-1913 Modular Rail for 12:00 Position, Rifle Length (oJPTR-R)
  - m. MIL-STD-1913 Modular Rail for Rapid Configuration Hand Guard Installed: 3:00 and 9:00 Muzzle End of Hand Guard (oJPTR-LRC) **Two (2) per Rifle**
  - n. Push Button Sling Swivel Mount for Rapid Configuration Hand Guard Series Installed: 9:00 Muzzle End of Hand Guard Directly Behind oJPTR-LRC (oJPHG-SM-RC)
  - o. Hand Guard Brace for Rapid Configuration Hand Guard Series, Black Installed: 6:00 Muzzle End of Hand Guard (oJPHGB-RC-BLK)
  - p. Two-Piece Adjustable Gas Block with Detent, .750 Bore, Black Stainless, Low Profile (oJPGS-9D)
  - q. Magpul CTR Carbine Stock, Dark Earth (oMAG310 CTR-DE)
  - r. Enhanced Bolt Assembly .223, DLC Finish (oJPEB-223)
  - s. .223 Standard Firing Pin (oFP223 STD)
  - t. Complete Bolt Carrier Assembly with JPBC-6H .223 VMOS Carrier, with One (1) Stainless and One (1) Tungsten Mass, JPEB-223 JP Enhanced Bolt, CAM Pin, Firing Pin and Firing

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- Pin Retainer Pin, Patent Pending. (oJPBC-6H)
- u. Gen 2 Silent Captured Spring System with H2 Heavy Buffer (oCARBINE SCS2-15H2)
- v. Law Enforcement Trigger 4.5 LBS (LE 4.0 LBS)
  - Trigger Spring: Yellow
  - Hammer Spring: Grey
- w. Modular Lever for JPFC-S, Black (oJPSL 1-BLK)
- x. Modular Low Profile Lever for JPFC-S, Black (oJPSL2-BLK)
- y. Magpul MIAD 1.1 Basic Grip Kit Standard Texture- Dark Earth (oMAG520-DE)
- z. One (1) Okay Industries 30-round Magazine for .223

#### **C. Accessories**

The Contractor shall provide pricing for the Accessories listed in Exhibit B, Price Schedule.

#### **D. Trade-in of Used Firearms for Credit**

DESPP may trade-in the firearms listed in Section C of Exhibit B - Price Schedule and the Contractor shall provide a trade-in price for such firearms. If the trade-in price(s) is approved by DESPP, the amount will be used to reduce the cost of the new Rifles and Accessories or either, as the case may be, to be purchased. Please refer to Exhibit D for additional information on the firearms to be traded-in by DESPP. DESPP will not accept any trade-in amounts less than the reserve price noted in Exhibit B, Price Schedule.

The Contractor shall ensure that any Colt Commando Rifle traded-in by DESPP be broken down for parts and firearm receiver destroyed.

The Contractor shall complete all applicable Federal and State documentation related to the transfer of firearms as requested by DESPP. The Contractor shall possess a valid Class 3 Federal Firearms License. The Contractor is responsible for packaging, shipping and handling costs of traded-in firearms. If the trade-in is approved by DESPP, the Contractor shall arrange for shipment or pick-up of the firearms within 30 days of the contract award.

The State reserves the right to cancel, withhold or adjust the quantity of firearms to be traded-in to the Contractor.

#### **E. Warranty**

Rifles and Accessories shall be free from any and all defects on material, packaging and workmanship. Defective Rifles and Accessories must be replaced within 30 days, at no charge to the State, for a period as stated in the manufacturer's standard warranty.

#### **F. Packaging**

Packaging shall adequately protect the Rifles and Accessories and insure safe shipment.

#### **2. ADDITIONAL TERMS AND CONDITIONS:**

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**A. Contract Separately/Additional Savings Opportunities**

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.