



Contract Award Notification

Title	: Group 35200 - FIREARMS, AMMUNITION, & LESS-LETHAL PRODUCTS (Statewide) Classification Code(s): 12, 46
Award Number	: 23155 (Replaces Award 22641)
Contract Period	: November 1, 2019 to October 31, 2024
Bid Opening Date	: April 23, 2019
Date of Issue	: October 30, 2019
Specification Reference	: As Incorporated In The IFB
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
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**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

NOTICE: This Contract Award Notification contains a subset of information from the Invitation for Bids (IFB). The resulting Contracts from IFB 23155 have been executed by Contract Award Letter. Complete Contract details including terms and conditions can be found in the IFB document, Attachments and Appendices.

The purpose of this Award is to provide Authorized Users that are comprised of "Police Officer(s)" and "Peace Officer(s)" with a means of acquiring Firearms, Ammunition, and Less-Lethal Products limited to the following Lots:

- Lot 1 – Firearms & Accessories
- Lot 2 – Live Ammunition
- Lot 3 – Less-Lethal Ammunition
- Lot 4 – Restraints
- Lot 5 – Batons & Baton Holders
- Lot 6 – Holsters, Duty Belts & Related Holders
- Lot 7 – Conducted Electrical Weapons (CEWs) & Accessories
- Lot 8 – Less-Lethal Gases & Grenades
- Lot 9 – Firearms Optics & Accessories

This Award contains MWBE goals of 0%.

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PC68729 SB	AMCHAR WHOLESALERS, INC.	161374334 1000008113
PC68730 SB	APPLIED TACTICAL TECHNOLOGIES, INC.	113262250 1000034176
PC68731	ATLANTIC TACTICAL, INC.	232082171 1100007949
PC38732	CLYDE ARMORY, INC.	371577133 1100098329
PENDING	COMBINED SYSTEMS, INC. D/B/A COMBINED TACTICAL SYSTEMS	133064673 1000006290
PC68734	EAGLE POINT GUN/TJ MORRIS & SON	222091273 1000008732
PC38735	JUREK BROTHERS, INC.	042039721 1000005238
PC68736	POINT BLANK ENTERPRISES, INC. D/B/A GOULD AND GOODRICH	453646868 1100030315
PC68737	SAFARILAND, LLC	592044869 1000009562
PC38738	SECURITY EQUIPMENT CORPORATION D/B/A SABRE OC SPRAYS	431080928 1000009342
PC38739	THE DON HUME COMPANY, LLC	824371480 1100225948
PC68740	ULTIMATE TRAINING MUNITIONS, INC.	383719338 1100150934

FOR COMPLETE CONTRACTOR INFORMATION, PLEASE REFER TO THE CONTRACTOR INFORMATION LINK ON THE CONTRACT SUMMARY PAGE FOR THIS AWARD.

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters **SB** listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters **MBE** and **WBE** indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The

authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services' Procurement Services prior to effectuation.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

CONFLICT OF TERMS

Conflicts among the documents will be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts;
2. The Solicitation (Revised April 4, 2019)
3. Appendix B, General Specifications;
4. All other appendices and attachments to the Solicitation (Revised April 6, 2019).

OVERVIEW

This Award is issued by the New York State (NYS) Office of General Services (OGS), Procurement Services to establish multiple statewide Contracts for Firearms, Ammunition, and Less-Lethal Products for all Authorized Users eligible to purchase through this Solicitation, as is defined in DEFINITIONS.

The purpose of this Award is to provide Authorized Users with a means of acquiring Firearms, Ammunition, and Less-Lethal Products. This Award contains a total of nine (9) Lots, which are described in further detail below in SCOPE.

OGS established an overall goal of 0% for MWBE participation.

SCOPE

The Products included in this Award are divided into the following Lots:

- Lot 1 – Firearms & Accessories
- Lot 2 – Live Ammunition
- Lot 3 – Less-Lethal Ammunition
- Lot 4 – Restraints
- Lot 5 – Batons & Baton Holders
- Lot 6 – Holsters, Duty Belts & Related Holders
- Lot 7 – Conducted Electrical Weapons (CEWs) & Accessories
- Lot 8 – Less-Lethal Gases & Grenades
- Lot 9 – Firearms Optics & Accessories

The scope of this Award is set forth below:

- A. Lot 1 – FIREARMS & ACCESSORIES

This Lot is for the acquisition of firearms and applicable accessories. The firearms in this Lot are limited to the Manufacturer's Law Enforcement (LE) Product Line and accessories, and Sporting Arms Product Line and accessories. The applicable Manufacturer's accessories for firearms May include, but are not limited to, gun parts, magazines, and cleaning kits.

Exclusion(s): Firearm optics and accessories (See Lot 9).

B. Lot 2 – LIVE AMMUNITION

This Lot is for the acquisition of live ammunition.

C. Lot 3 – LESS-LETHAL AMMUNITION

This Lot is for the acquisition of less-lethal ammunition including, but not limited to, blank rounds, training markers, applicable magazines, conversion kits, and kinetic impact projectiles and related projectile launchers.

D. Lot 4 – RESTRAINTS

This Lot is for the acquisition of physical restraints including, but not limited to, handcuffs, leg irons, and waist/belt chains.

E. Lot 5 – BATONS & BATON HOLDERS

This Lot is for the acquisition of several types of tactical batons including, but not limited to, straight, side handle, or expandable models. This Lot also includes the baton holders.

Exclusion(s): Baton holders with body camera technology.

F. Lot 6 – HOLSTERS, DUTY BELTS & RELATED HOLDERS

This Lot is for the acquisition of holsters and duty belts. This Lot includes slings, and pouches and/or holders that attach directly to the duty belt.

Exclusion(s): Holsters with body camera technology and pouches and/or holders that do not directly attach to the duty belt.

G. Lot 7 – CONDUCTED ELECTRICAL WEAPONS (CEWs) & ACCESSORIES

This Lot is for the acquisition of CEWs & accessories including, but not limited to, extended warranties, batteries, cartridges, protective training suits, and targets.

Exclusion(s): Services related to body camera technology and any Software/Cloud Offerings.

H. Lot 8 – LESS-LETHAL GASES & GRENADES

This Lot is for the acquisition of 2-chlorobenzylidene malononitrile (CS), Chloroacetophenone (CN), and Oleoresin Capsicum (OC) chemical gases for riot and crowd control, personal defense, and tactical deployment. This Lot also includes flash, sound, and smoke grenades and Products associated with the use and deployment of the gases and grenades, such as launchers.

Exclusion(s): Lethal grenades such as incendiary, offensive, and fragmentation.

I. Lot 9 – FIREARM OPTICS & ACCESSORIES

This Lot is for the acquisition of firearm optics including, but not limited to, scopes and sights. This Lot also includes related optic accessories including, but not limited to, lens covers and mounting kits.

DEFINITIONS

Capitalized terms used in this Award are defined in accordance with Appendix B, *Definitions*, or as below.

“**Authorized User**” refers to entities that meet the definition in Appendix B, *Definitions* and are comprised of “Police Officer(s)” as defined by subdivision 34 of §1.20 of the New York State Criminal Procedure Law and/or “Peace Officer(s)” as defined in §2.10 of the New York State Criminal Procedure Law.

“**Business Day**” refers to Monday through Friday from 8:00 AM – 5:00 PM ET, excluding NYS holidays.

“**Bulkload State Agency**” refers to any State agency that does not directly input financial information into SFS; but instead, transfers financial information through a bulkload transaction interface process. Through this process, an internal agency system electronically transmits data to the SFS and the SFS creates data extract files to send back to the internal agency system.

“**Dealers**” refers to retailers who usually purchase from Distributors and sell to the public. Dealers are authorized/designated by a Manufacturer to be an alternate distribution source for that Manufacturer, subject to approval by OGS, Procurement Services.

“**Distributors**” refers to wholesalers who may sell to Dealers and to the public. Distributors are authorized/designated by a Manufacturer to be an alternate distribution source for that Manufacturer, subject to approval by OGS, Procurement Services.

“**FET/FAET**” refers to the federal Firearms and Ammunition Exercise Tax.

“**F.O.B**” is acronym for Free on Board.

“**List Price/MSRP**” refers to the published or displayed price at which a Manufacturer recommends their Products be sold commercially. This applies even if the Manufacturer names this recommended pricing differently.

“**Manufacturer**” refers to a business entity that creates, produces, processes, manipulates or changes the form of an article or by combining or assembling two or more articles as defined in 27 CFR 53.11. This term also includes “producer” and “importer” as defined in 27 CFR 53.11.

“**Manufacturer’s Nationally Published Price List**” refers to the document published or issued in some form by the Manufacturer, which is available to and recognized by the trade, and contains the Manufacturer’s part number, Product description and List Price/MSRP.

“**May**” denotes the permissive in a clause or specification of this IFB or a resulting contract. “May” does not mean “required.”

“**Must**” denotes the imperative in a clause or specification of this IFB or a resulting contract. “Must” is synonymous with “required.” Also see “Shall.”

“**MWBE**” refers to a business certified with NYS Empire State Development (“ESD”) as a Minority- and/or Women-owned Business Enterprise.

“**Non-State Authorized User**” refers to any Authorized User defined in Appendix B *Definitions* except for a New York State Agency.

“**NYS Holidays**” refers to the legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year’s Day; Martin Luther King Day; Washington’s Birthday (observed); Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran’s Day; Thanksgiving Day; and Christmas Day.

“**NYS Net Pricing**” means the quantifiable not-to-exceed price for all Products offered, computed by multiplying the List Price/MSRP by the Percentage Discount.

“**NYS Vendor ID**” is a unique ten-character identifier issued by the NYS Office of the State Comptroller (OSC) when the vendor is registered on the Vendor File System.

“**Online State Agency**” refers to State agencies that input financial information data directly into SFS.

“**Preferred Source Products**” refers to those Products that have been approved in accordance with New York State Finance Law § 162.

“**Preferred Source Program**” refers to the special social and economic goals set by New York State in State Finance Law § 162 that require a governmental entity purchase select Products from designated organizations when the Products meet the “form, function and utility” requirements of the governmental entity. Under State Finance Law § 163, purchases of Products from Preferred Sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State Preferred Sources include: The Correctional Industries Program of the Department of Corrections and Community Supervision (“Corcraft”); New York State Preferred Source Program for People Who Are Blind (“NYSPSP”); and the New York State Industries for the Disabled (“NYSID”). These requirements apply to a State agencies, political subdivisions and public benefit corporations (including most public authorities).

“**Procurement Services**” refers to a business unit of OGS, formerly known as New York State Procurement (“NYSPPro”) and Procurement Services Group (“PSG”).

“**Product Line**” refers to a group of similar or related Products manufactured by a single Manufacturer and identified by a particular name or single brand.

“**Percentage Discount**” An allowance, reduction, or deduction from the List Price/MSRP to the NYS Net Pricing expressed as a percentage rounded to two decimal points.

“**RFQ**” is an acronym for Request For Quote.

“**Shall**” denotes the imperative in a Contract clause or specification.

“**SFS**” is an acronym for State Financial System.

“**SDVOB**” refers to a NYS-certified Service-Disabled Veteran-Owned Business

CONTRACT TERM AND EXTENSION

Each Contract will be in effect for a term of up to five (5) years. All Contracts will have a co-terminus end date. At the State’s option, the Contract May be extended for up to one (1) additional year as set forth in Appendix B, Contract Term – Extension. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor Shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to any additional applicable statutory and policy requirements.

The Contract term Shall extend six (6) months beyond its termination date only for Authorized Users whose contracts Must be registered with the Office of the New York City Comptroller. During the six-month period, the definition of Authorized User will be deemed to refer only to Authorized Users whose contracts Must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph will be based upon the then-existing terms and conditions. However, during such extension, an Authorized User as defined in this paragraph, May agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g. changes in minimum, prevailing or living wages, or regulated services).

SHORT TERM EXTENSION

This section will apply in addition to any rights set forth in Appendix B, Contract Term – Renewal. In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State May be extended unilaterally by the State for an additional period of up to 30 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension May be for a period of up to 90 calendar days in lieu of 30 calendar days. However, this extension automatically terminates should a replacement Contract be issued in the interim.

PERIODIC RECRUITMENT

This Award allows for periodic recruitment of additional Contractors during the term of the Contract. Recruitment periods are optional at the discretion of the State. Additional recruitment periods will be advertised in the NYS Contract Reporter. Bidder Must register with the New York State Contract Reporter at <https://www.nyscr.ny.gov> in order to receive notifications regarding any periodic recruitments under this Award. Bids will be evaluated under substantially the same terms and conditions as the original Bids. Bidders will also be required to submit necessary documentation for any additional applicable statutory requirements in effect at the time of the new Solicitation.

A Bidder or existing Contractor May not resubmit a Bid for future consideration for a Manufacturer's Product Line already offered within a Lot of the awarded Contract(s).

In addition, if a Bid is deemed non-responsive during the initial Solicitation or any recruitment period, the Bidder will have the opportunity to reapply for a future Contract by submitting a Bid in response to the periodic recruitment.

PRICE:

The following terms and conditions apply to Contract pricing. See also Appendix B, Pricing.

A. Pricing

The Contractor's pricing will be published to the OGS website: All List Price/MSRP, Percentage Discounts, and NYS Net Pricing will be rounded to two decimals in the Contract. Pricing must remain in effect through the first anniversary date of the Bid Opening. Thereafter, Contractors may request to update their pricing when the Manufacturer's Nationally Published Price List is published in its normal manner. Updates will be made in accordance with Appendix C – Contract Modification Procedures.

It's the Contractor's option to increase the Percentage Discount offered to Authorized Users based on individual orders. Discounts May be greater, but in no instance, May they be lower than, the awarded Percentage Discount.

Contractors Must not decrease their Percentage Discount(s) for the entire term of the Contract; even if the comparable GSA contract, the other governmental contract, or cooperative contract discounts are decreased.

The awarded Percentage Discount May be increased by the Contractor at any time during the Contract term. The awarded Percentage Discount May be increased using Appendix C - Contract Modification Procedure;

B. Pricing Incentives and Rebates

More favorable pricing can be offered to Authorized Users and it is expected that Authorized Users will obtain the same rebates and special offers, such as regional and national promotional pricing, as provided to other customers. If the promotional pricing offer provides a lower price than that of the NYS Net Pricing, then the Authorized User will receive the lower of the two prices;

C. Delivery

Standard delivery Must be provided at no additional expense. Price includes all Customs Duties and charges, and be net, freight on board F.O.B. destination any point in New York State, for orders as designated by the Authorized User, including inside delivery. In addition, delivery Sites May be expanded (see Appendix B, Extension of Use); and

D. Taxes

Authorized Users are exempt from FET/FAET, and State and local sales taxes.

BEST PRICING OFFER

During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or a smaller quantity of a Product outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, after consultation with the Contractor, May be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause.

PRICE STRUCTURE

If, during the Contract Term, the Contractor is unable or unwilling to meet Contractual requirements in whole or in part based on the price structure of the Contract, it Must immediately notify the Office of General Services, Procurement Services in writing. Such notification will not relieve the Contractor of its responsibilities under the Contract.

Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, the State May terminate the Contract upon 10 business days written notice mailed to the Contractor.

ORDERING

Purchase Orders will be made in accordance with the terms set forth in Appendix B, Purchase Orders.

Authorized Users are to follow the instructions and guidance set forth in the How to Use document.

PURCHASE CARD ORDERS

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, Purchasing Card), also referred to as the Procurement Card, the Contractor will not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

MINIMUM ORDER

The only minimum order associated with this Contract is for Lot 2 – Live Ammunition. For Lot 2, the minimum order is one (1) full case.

There is no minimum order for the other Lots.

PROCUREMENT INSTRUCTIONS FOR AUTHORIZED USERS

The Contracts are issued under a multiple award structure. Authorized Users will procure Products that best meet their form, function, and utility requirements and the procurement instructions for Authorized Users set forth in the How to Use document.

Before proceeding with their purchase, Authorized Users will check the list of Preferred Source offerings and are reminded that they Must comply with State Finance Law, particularly § 162, regarding commodities/services provided by Preferred Source suppliers.

Use of Products from the Contracts Must be done in accordance with all applicable laws, regulations, policies and procedures. Additional guidance is provided by OGS in the How to Use document.

PRODUCT INSPECTION AND ACCEPTANCE PERIOD

Appendix B, PRODUCT ACCEPTANCE clause has been modified to the following:

Title or other property interest and risk of loss Must not pass from the Contractor to the Authorized User until the Products have been received, inspected, tested, and officer qualified for a period of 60 days from the date of delivery; which constitutes acceptance by the Authorized User. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) will not be deemed or construed

as acceptance of the Products received. Authorized Users reserve the right to require a longer acceptance period at time of purchase.

Authorized User will notify Contractor of acceptance upon successful completion of the inspection period.

Non-State Authorized Users and Bulkload State Agencies: If Non-State Authorized Users and Bulkload State Agencies fail to provide notice of rejection to the Contractor by the expiration of the 60-day acceptance period, this will constitute acceptance by those entities.

Online State Agencies: After the successful completion of the 60-day acceptance period, Online State Agencies Must select “accept” in SFS for the Product(s) within one (1) Business Day of completing the aforementioned 60-day acceptance period.

After an Authorized User has provided notice of acceptance to the Contractor for the Products purchased, the Contractor May invoice the Authorized User for payment.

TRADE-IN ITEMS

It is acceptable for the Contractor to provide pricing for estimated trade-in items in their quote for new purchases. However, estimates of trade-in items should not be subtracted from the Gross Purchase Price of the new items on quotes or Authorized User’s Purchase Orders. See How to Use document for more information.

After an Authorized User has provided notice of acceptance to the Contractor for the Products purchased, the Contractor will invoice the Authorized User for payment.

The Authorized User will submit trade-in items along with the Trade-In Itemization Form to the Contractor within 30 days of invoice. Contractor Must verify the accuracy of all information including, but not limited to, Serial #s of each item prior to issuing a credit (See CREDIT OF TRADE-INS).

All items submitted to the Contractor for trade-in Shall be “as-is” and OGS and Authorized User make no representations as to the condition of the items. OGS and Authorized User further expressly disclaim all warranties including any warranties for fitness for particular purpose or merchantability of the weapons. It is the responsibility of the Contractor to investigate the condition of the items. The Contractor releases OGS and the Authorized User from all liability related to the use of the items, and will ensure that any third parties that receive any items are made aware of this disclaimer, including but not limited to the “as-is” nature of the items and agree to release OGS and the Authorized User from all liability related to the use of the items.

INVOICING AND PAYMENT

Invoicing and payment will be made in accordance with the terms set forth in Appendix B, Contract Invoicing.

After receiving the Authorized User’s acceptance of Products, itemized on the Purchase Order, the Contractor will invoice Authorized User for any Products accepted. The invoice Must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract Price on the original date of Order. The Contractor Must provide itemized invoicing for all Products ordered. At a minimum, the following fields Must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number (PCXXXX)
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User’s Purchase Order Number (if applicable)
- Order Date

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- Invoice Date
 - Invoice Number
 - Invoice Amount
 - Product Descriptions
 - Unit Price
 - Quantity
 - Unit of Measure

Cost centers or branch offices within an Authorized User May require separate invoicing as specified by each Authorized User. The Contractor's billing system Must be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/content/vendor-information>.

CREDIT FOR TRADE-IN ITEMS

Once the Contractor has verified the accuracy of the information contained in an applicable Trade-in Itemization Form, the Contractor will submit credit memos or checks in accordance with Attachment 13 – How to Use.

PRODUCT DELIVERY

The Contractor is required to deliver Product anywhere within NYS boundaries, at the location and time designated by the Authorized User on the Purchase Order, or by other mutual agreement. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services.

A. Shipping Dates and Delivery Time

1. All correspondence on shipping dates and delivery time will be directed to the Authorized User's contact person.
2. Contractor will provide written acknowledgement of orders within five (5) business days after receipt of order and will also provide anticipated shipping date.
3. If shipment will not be made within the anticipated shipping/delivery timeframe, the Contractor is required to notify the Authorized User in writing at least two weeks prior to the latest date of the original delivery obligation. This notification Must include the reason for the delay and a revised anticipated shipping and delivery dates. The Authorized User May request the Contractor to provide documentation to support the reason for the shipping/delivery delay. Failure to supply timely, written notification of the delay to the Authorized User, May initiate Contract default proceedings.

PRODUCT RETURNS AND EXCHANGES DUE TO CONTRACTOR'S ERROR

In addition to the provisions of Appendix B, Title and Risk of Loss, Product Substitution, and Rejected Product, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, or Contractor errors otherwise not specified, will be handled as follows:

1. Upon receipt of Product, Authorized Users Must inspect all Products (see PRODUCT INSPECTION AND ACCEPTANCE PERIOD).
2. If during the inspection period, the Authorized User determines that the Product is not acceptable, the Product will be returned to the Contractor with no restocking fee or other charges to the Authorized User. Authorized User is responsible to contact the Contractor and inform them of the intent to return the Product.
3. The Contractor is responsible for removal of the Product from the Authorized User's premises within ten (10) calendar days of notification of rejection by the Authorized User. If available, the Authorized User should obtain a return authorization from the Contractor.
4. In the event a specified Contract Product becomes unavailable, the Authorized User May require the Contractor to substitute a new Product, which will perform at the same or better level of performance, at no additional cost or expense to the Authorized User. Authorized User will determine what constitutes the same or better level of performance. Upon receipt of the substituted new Product, Authorized User Must commence a new inspection period.

DISCREPANCIES

The Contractor will resolve all order and invoice discrepancies (e.g., shortages, incorrect Product received, etc.) within five (5) business days from notification.

PRODUCT RETURNS BECAUSE OF AUTHORIZED USER ERROR

Standard stock Products ordered in error by Authorized User May be returned at Authorized User's expense within 30 days of receipt. Product(s) should be in resalable condition (original container, unused).

Contractor can only charge a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale. The restocking fee cannot exceed the NYS Net Pricing of the returned or exchanged Product.

PRODUCT END-OF-CYCLE RECYCLING/DISPOSAL

If available, Contractor is to provide an overview of the Manufacturer(s) established recycling and/or disposal program.

At the request of the ordering entity, the Contractor is to provide written instructions on how to use this program. If Manufacturer offers a recycling and/or disposal program, then the Contractor will provide documentation to program participants that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. Contractor will provide said records to OGS and/or any other governmental entity with oversight responsibility, upon request.

CONTRACT UPDATES

Contract Updates will be handled as provided in Appendix C – Contract Modification Procedures.

A. OGS May propose amendments to the Contract terms and conditions, including any Attachments or Appendices, at any time to serve the best interests of Authorized Users.

B. Notwithstanding the foregoing, OGS may unilaterally make revisions, changes and/or updates to any templates, Appendices (excluding Appendices A and B) and/or Attachments to the Contract without processing a formal amendment and/or modification.

REPORT OF CONTRACT USAGE

Contractor Must submit Report of Contract Usage including total sales to Authorized Users no later than 15 days after the close of each calendar quarter. Contractors who have approved Dealers or Distributors on their Contract Must include the Dealer and Distributor sales as part of their submitted Report of Contract Usage. If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be included in the quarterly report.

The report is to be submitted electronically via email in Microsoft Excel to OGS Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and will reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The Report of Contract Usage contains the minimum information required. Additional sales information May be required by OGS and Must be supplied upon request. Failure to submit reports on a timely basis May result in Contract cancellation and designation of the Contractor as non-responsible.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION

OPPORTUNITIES FOR NYS CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

Contractor Requirements and Procedures for Participation by New York State Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women.

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”), the New York State Office of General Services (“OGS”) is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-Owned Business Enterprises (“MWBES”) and the employment of minority group members and women in the performance of OGS Contracts.

II. General Provisions

A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State Contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 Shall be a part of these requirements. These provisions Shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State, or local laws.

C. Failure to comply with all of the requirements herein May result in a finding of non-responsiveness, a finding of non-responsibility, breach of Contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women Shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the Contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor.

1. Contractor and subcontractors Shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO Shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor’s equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO- 100 – Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

C. Form EEO - 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")

1. The Contractor Shall submit, and Shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services Must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.

2. Separate forms Shall be completed by Contractor and all subcontractors.

3. In limited instances, the Contractor or subcontractor May not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor Shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor Shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

D. Contractor Shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors Shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and Shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal and conviction and prior arrest.

IV. Contract Goals

A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

B. Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts Shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.

2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.

4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.

5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.

6. Other information deemed relevant to the request.

V. Fraud

Any suspicion of fraud, waste, or abuse involving the Contracting or certification of MWBEs Shall be immediately reported to ESD’s Division of Minority and Women’s Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/MWBE>

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation May be as Subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as Subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/Veterans/>

Contractor is encouraged to contact the Division of Service-Disabled Veteran’s Business Development at 518-474-2015 to discuss methods of maximizing participation by SDVOBs on the Contract. ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/Veterans/>


RECALLS

The Contractor Must immediately notify the OGS Procurement Services of any recalls pertaining to Contract Products.

OVERLAPPING CONTRACT PRODUCTS

Products available under the Contract May also be available from other New York State Contracts. Authorized Users will be advised to select the most cost-effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

OGS identified Products that May be available from other OGS Centralized Contracts to assist Authorized Users in their procurement efforts. The table below is a tool, but it is not intended to capture every instance at Award or when Contract offerings are updated. At the time of purchase, it is incumbent upon the Authorized User to review other contracts to identify overlapping Contract Products and comply with all applicable requirements and guidelines.

Categories Represented in Contracts under this Group 35200		NYS Contract Overlap 	Group 38232 - Hazardous Incident Response Equip. (HIRE)
Lot 1	Firearms Accessories Only - w hich includes magazines and cleaning kits		X
Lot 5	Holsters, Duty Belts & Related Accessories		X
Lot 9	Firearms Optics		X

NYS VENDOR RESPONSIBILITY

The Contractor agrees that the following will apply:

The Contractor Shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor Must comply with the terms of the suspension order. Contract activity May resume at such time as the Commissioner of OGS issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner May terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract May be terminated by the Commissioner of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS May complete the Contractual requirements in any manner he or she May deem advisable and pursue available legal or equitable remedies for breach.

In no case will such termination of the Contract by the State be deemed a breach thereof, nor Shall the State be liable for any damages for lost profits or otherwise, which May be sustained by the Contractor as a result of such termination.

"OGS OR LESS" GUIDELINES

Purchases of the Products included in the Contract are subject to the "OGS or Less" provisions of State Finance Law § 163(3)(a)(v). This means that State Agencies can purchase Products from sources other than the Contractor provided that such Products are substantially similar in form, function or utility to the Products herein and are (1) lower in price and/or (2) available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they Must provide the State Contractor an opportunity to match the non-Contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility Must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law May participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, Participation in Centralized Contracts. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that May have delivery locations adjacent to New York State), the terms of the Price clause Shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies Must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<http://www.ogs.state.ny.us/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts May also be directed to NYS Procurement Services Customer Services at 518-474-6717.

EXTENSION OF USE

Contract May be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction May also participate in any Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

DEALERS/DISTRIBUTORS

The following terms and conditions apply to Contractors who are the Manufacturer and May use Dealers/Distributors as alternate distribution sources.

A. Conditions of Dealer/Distributors Participation

Dealers/Distributors Must be approved in advance by OGS as a condition of eligibility under the Contract. OGS also reserves the right to rescind any such participation, limit the number of Dealers/Distributors, or request that Contractor name additional Dealers/Distributors, in the best interests of the State, at OGS's sole discretion, at any time. Contractor has the right to qualify Dealers/Distributors and their participation under Contract by Product Line, contracting program (e.g., government/educational sales), geographic region, size/sales volume, technical training or other criteria ("qualifying criteria"), provided that:

1. such qualifying criteria are uniformly applied to all potential Dealers/Distributors based upon Contractor's established, neutrally applied commercial/governmental program criteria, and not to a particular procurement;
2. the State reserves the right to request Contractor disclosure of all general categories of qualifying criteria;
3. those qualifying criteria met by the Dealer/Distributor Must be identified in Dealer/Distributor designations Attachment 9 – Authorized Dealer/Distributor Info at the time that Dealer/Distributor approval is requested; and,
4. immediate notice is provided to OGS in the event that a change in Dealer/Distributor's status occurs during the Contract term.

All Dealers/Distributors who have been approved in accordance with the foregoing paragraph Must be eligible to quote lower pricing for procurements under Contract which meet their qualifying criteria. Contractor warrants and represents that it will not, directly or indirectly, by agreement, communication or any other means, restrict any Dealer/Distributor's participation or ability to quote a particular order.

B. Designation of Dealers/Distributors

When Dealers/Distributors are submitted for approval, Contractor Must provide the State, in advance, with all necessary ordering information, billing addresses and Federal Identification numbers in the format requested in Attachment 9 – Authorized Dealer/Distributor Info. Contractor will also specify whether orders Must be placed directly with Contractor or May be placed directly with designated Dealer/Distributors.

D. Responsibility for Reporting/Performance

Contractor will be fully liable for Dealers/Distributors' performance and compliance with all Contract terms and conditions. Product purchased through Dealers/Distributors Must be reported by Contractor in the required quarterly sales reports to the State as a condition of payment. In addition to inclusion of Dealer/Distributors volume in the Contractor's sales reporting obligation to the State, at the request of an Authorized User, the Dealer/Distributor will provide the Authorized User with reports of the individual Authorized User's Contract activity with the Dealer/Distributor.

E. Applicability of Contract Terms

Product ordered directly through Dealers/Distributors will be limited to Products previously approved for inclusion under this Contract and will be subject to all terms and conditions of this Contract as a condition of Dealer/Distributor participation.

NEW ACCOUNTS

The Contractor May ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies will not be required to provide credit references.

TRAFFIC INFRACTIONS

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

INSTRUCTION MANUALS

At the time of delivery, Contractor will provide a complete Manufacturer's instruction manual for the Product supplied to the Authorized User.

MANUFACTURER'S INSTRUCTIONS FOR ARMORERS:

Contractor will provide Authorized Users with additional Manufacturer's instructions upon request. These instructions May include, but are not limited to:

- Manufacturer's instructions for routine maintenance of each firearm model within a Product Line; and
- Manufacturer's instructions for armorer maintenance with exploded view and parts list for each firearm model within a Product Line.

PREFERRED SOURCE

Section 162 of the State Finance Law requires that Authorized Users afford first priority to the Products and Services of Preferred Source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such Products Services meet the form, function and utility of the Authorized User. Some Products in the resultant Contract may be available from one or more Preferred Sources. An Authorized User must determine if a particular Product is approved for a Preferred Source and follow the requirements of State Finance Law § 162(3) or (4)(b), respectively, before engaging the Contractor.

ONGOING COMPLIANCE

Contractors Must comply with all applicable federal, state, and local laws and regulations. Contractors are responsible for maintaining all necessary permits and licenses required to sell Products available under Contracts awarded pursuant to this Award. Contractors Must keep records of all sales, disposals and transfers in compliance with all applicable laws and regulations and will provide said records to OGS and/or any other governmental entity with oversight responsibility, upon request.

CAPTIONS

The captions contained in this Award are intended for convenience and reference purposes only and Shall in no way be deemed to define or limit any provision thereof.

SEVERABILITY

If any provision of the Contract is deemed invalid or unenforceable by a New York State or Federal Court of Competent Jurisdiction, such determination Shall have no effect on the balance of the Contract, which Shall be enforced and interpreted as if such provision was never included in this Contract.

**State of New York
Office of General Services
NEW YORK STATE PROCUREMENT
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product’s end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** “**Product**” is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term “Product” includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or scan this form & mail or email to:

Neilene Rabideau
 OGS PROCUREMENT SERVICES
 Corning Tower - 38th Floor Reception Desk
 Empire State Plaza
 Albany, NY 12242
neilene.rabideau@ogs.ny.gov



1st Supplemental Contract Award Notification

Title	: Group 35200 - FIREARMS, AMMUNITION, & LESS-LETHAL PRODUCTS (Statewide) Classification Code(s): 12, 46
Award Number	: <u>23155</u> (Replaces Award 22641)
Contract Period	: November 1, 2019 to October 31, 2024
Bid Opening Date	: April 23, 2019
Date of Issue	: November 1, 2019
Specification Reference	: As Incorporated In The IFB
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies, Vendors, & Political Subdivisions	Others
Name : Neilene Rabideau Title : Contract Management Specialist Phone : 518-474-6518 E-mail : neilene.rabideau@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

NOTICE: This Contract Award Notification contains a subset of information from the Invitation for Bids (IFB). The resulting Contracts from IFB 23155 have been executed by Contract Award Letter. Complete Contract details including terms and conditions can be found in the IFB document, Attachments and Appendices.

The purpose of this Award is to provide Authorized Users that are comprised of "Police Officer(s)" and "Peace Officer(s)" with a means of acquiring Firearms, Ammunition, and Less-Lethal Products limited to the following Lots:

- Lot 1 – Firearms & Accessories
- Lot 2 – Live Ammunition
- Lot 3 – Less-Lethal Ammunition
- Lot 4 – Restraints
- Lot 5 – Batons & Baton Holders
- Lot 6 – Holsters, Duty Belts & Related Holders
- Lot 7 – Conducted Electrical Weapons (CEWs) & Accessories
- Lot 8 – Less-Lethal Gases & Grenades
- Lot 9 – Firearms Optics & Accessories

This Award contains MWBE goals of 0%.

PR # 23155

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PC68733	COMBINED SYSTEMS, INC. D/B/A COMBINED TACTICAL SYSTEMS	133064673 1000006290

FOR COMPLETE CONTRACTOR INFORMATION, PLEASE REFER TO THE CONTRACTOR INFORMATION LINK ON THE CONTRACT SUMMARY PAGE FOR THIS AWARD.

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services' Procurement Services prior to effectuation.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

CONFLICT OF TERMS

Conflicts among the documents will be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts;
2. The Solicitation (Revised April 4, 2019)
3. Appendix B, General Specifications;
4. All other appendices and attachments to the Solicitation (Revised April 6, 2019).

23155sa01

OVERVIEW

This Award is issued by the New York State (NYS) Office of General Services (OGS), Procurement Services to establish multiple statewide Contracts for Firearms, Ammunition, and Less-Lethal Products for all Authorized Users eligible to purchase through this Solicitation, as is defined in DEFINITIONS.

The purpose of this Award is to provide Authorized Users with a means of acquiring Firearms, Ammunition, and Less-Lethal Products. This Award contains a total of nine (9) Lots, which are described in further detail below in SCOPE.

OGS established an overall goal of 0% for MWBE participation.

SCOPE

The Products included in this Award are divided into the following Lots:

- Lot 1 – Firearms & Accessories
- Lot 2 – Live Ammunition
- Lot 3 – Less-Lethal Ammunition
- Lot 4 – Restraints
- Lot 5 – Batons & Baton Holders
- Lot 6 – Holsters, Duty Belts & Related Holders
- Lot 7 – Conducted Electrical Weapons (CEWs) & Accessories
- Lot 8 – Less-Lethal Gases & Grenades
- Lot 9 – Firearms Optics & Accessories

The scope of this Award is set forth below:

A. Lot 1 – FIREARMS & ACCESSORIES

This Lot is for the acquisition of firearms and applicable accessories. The firearms in this Lot are limited to the Manufacturer's Law Enforcement (LE) Product Line and accessories, and Sporting Arms Product Line and accessories. The applicable Manufacturer's accessories for firearms May include, but are not limited to, gun parts, magazines, and cleaning kits.

Exclusion(s): Firearm optics and accessories (See Lot 9).

B. Lot 2 – LIVE AMMUNITION

This Lot is for the acquisition of live ammunition.

C. Lot 3 – LESS-LETHAL AMMUNITION

This Lot is for the acquisition of less-lethal ammunition including, but not limited to, blank rounds, training markers, applicable magazines, conversion kits, and kinetic impact projectiles and related projectile launchers.

D. Lot 4 – RESTRAINTS

This Lot is for the acquisition of physical restraints including, but not limited to, handcuffs, leg irons, and waist/belt chains.

E. Lot 5 – BATONS & BATON HOLDERS

This Lot is for the acquisition of several types of tactical batons including, but not limited to, straight, side handle, or expandable models. This Lot also includes the baton holders.

Exclusion(s): Baton holders with body camera technology.

F. Lot 6 – HOLSTERS, DUTY BELTS & RELATED HOLDERS

This Lot is for the acquisition of holsters and duty belts. This Lot includes slings, and pouches and/or holders that attach directly to the duty belt.

Exclusion(s): Holsters with body camera technology and pouches and/or holders that do not directly attach to the duty belt.

G. Lot 7 – CONDUCTED ELECTRICAL WEAPONS (CEWs) & ACCESSORIES

This Lot is for the acquisition of CEWs & accessories including, but not limited to, extended warranties, batteries, cartridges, protective training suits, and targets.

Exclusion(s): Services related to body camera technology and any Software/Cloud Offerings.

H. Lot 8 – LESS-LETHAL GASES & GRENADES

This Lot is for the acquisition of 2-chlorobenzylidene malononitrile (CS), Chloroacetophenone (CN), and Oleoresin Capsicum (OC) chemical gases for riot and crowd control, personal defense, and tactical deployment. This Lot also includes flash, sound, and smoke grenades and Products associated with the use and deployment of the gases and grenades, such as launchers.

Exclusion(s): Lethal grenades such as incendiary, offensive, and fragmentation.

I. Lot 9 – FIREARM OPTICS & ACCESSORIES

This Lot is for the acquisition of firearm optics including, but not limited to, scopes and sights. This Lot also includes related optic accessories including, but not limited to, lens covers and mounting kits.

DEFINITIONS

Capitalized terms used in this Award are defined in accordance with Appendix B, *Definitions*, or as below.

“**Authorized User**” refers to entities that meet the definition in Appendix B, *Definitions* and are comprised of “Police Officer(s)” as defined by subdivision 34 of §1.20 of the New York State Criminal Procedure Law and/or “Peace Officer(s)” as defined in §2.10 of the New York State Criminal Procedure Law.

“**Business Day**” refers to Monday through Friday from 8:00 AM – 5:00 PM ET, excluding NYS holidays.

“**Bulkload State Agency**” refers to any State agency that does not directly input financial information into SFS; but instead, transfers financial information through a bulkload transaction interface process. Through this process, an internal agency system electronically transmits data to the SFS and the SFS creates data extract files to send back to the internal agency system.

“**Dealers**” refers to retailers who usually purchase from Distributors and sell to the public. Dealers are authorized/designated by a Manufacturer to be an alternate distribution source for that Manufacturer, subject to approval by OGS, Procurement Services.

“**Distributors**” refers to wholesalers who may sell to Dealers and to the public. Distributors are authorized/designated by a Manufacturer to be an alternate distribution source for that Manufacturer, subject to approval by OGS, Procurement Services.

“**FET/FAET**” refers to the federal Firearms and Ammunition Exercise Tax.

“**F.O.B**” is acronym for Free on Board.

“**List Price/MSRP**” refers to the published or displayed price at which a Manufacturer recommends their Products be sold commercially. This applies even if the Manufacturer names this recommended pricing differently.

“**Manufacturer**” refers to a business entity that creates, produces, processes, manipulates or changes the form of an article or by combining or assembling two or more articles as defined in 27 CFR 53.11. This term also includes “producer” and “importer” as defined in 27 CFR 53.11.

“**Manufacturer’s Nationally Published Price List**” refers to the document published or issued in some form by the Manufacturer, which is available to and recognized by the trade, and contains the Manufacturer’s part number, Product description and List Price/MSRP.

“**May**” denotes the permissive in a clause or specification of this IFB or a resulting contract. “May” does not mean “required.”

“**Must**” denotes the imperative in a clause or specification of this IFB or a resulting contract. “Must” is synonymous with “required.” Also see “Shall.”

“**MWBE**” refers to a business certified with NYS Empire State Development (“ESD”) as a Minority- and/or Women-owned Business Enterprise.

“**Non-State Authorized User**” refers to any Authorized User defined in Appendix B *Definitions* except for a New York State Agency.

“**NYS Holidays**” refers to the legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year’s Day; Martin Luther King Day; Washington’s Birthday (observed); Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran’s Day; Thanksgiving Day; and Christmas Day.

“**NYS Net Pricing**” means the quantifiable not-to-exceed price for all Products offered, computed by multiplying the List Price/MSRP by the Percentage Discount.

“**NYS Vendor ID**” is a unique ten-character identifier issued by the NYS Office of the State Comptroller (OSC) when the vendor is registered on the Vendor File System.

“**Online State Agency**” refers to State agencies that input financial information data directly into SFS.

“**Preferred Source Products**” refers to those Products that have been approved in accordance with New York State Finance Law § 162.

“**Preferred Source Program**” refers to the special social and economic goals set by New York State in State Finance Law § 162 that require a governmental entity purchase select Products from designated organizations when the Products meet the “form, function and utility” requirements of the governmental entity. Under State Finance Law § 163, purchases of Products from Preferred Sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State Preferred Sources include: The Correctional Industries Program of the Department of Corrections and Community Supervision (“Corcraft”); New York State Preferred Source Program for People Who Are Blind (“NYSPSP”); and the New York State Industries for the Disabled (“NYSID”). These requirements apply to a State agencies, political subdivisions and public benefit corporations (including most public authorities).

“**Procurement Services**” refers to a business unit of OGS, formerly known as New York State Procurement (“NYSPPro”) and Procurement Services Group (“PSG”).

“**Product Line**” refers to a group of similar or related Products manufactured by a single Manufacturer and identified by a particular name or single brand.

“**Percentage Discount**” An allowance, reduction, or deduction from the List Price/MSRP to the NYS Net Pricing expressed as a percentage rounded to two decimal points.

“**RFQ**” is an acronym for Request For Quote.

“**Shall**” denotes the imperative in a Contract clause or specification.

“**SFS**” is an acronym for State Financial System.

“**SDVOB**” refers to a NYS-certified Service-Disabled Veteran-Owned Business

CONTRACT TERM AND EXTENSION

Each Contract will be in effect for a term of up to five (5) years. All Contracts will have a co-terminus end date. At the State’s option, the Contract May be extended for up to one (1) additional year as set forth in Appendix B, Contract Term – Extension. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor Shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to any additional applicable statutory and policy requirements.

The Contract term Shall extend six (6) months beyond its termination date only for Authorized Users whose contracts Must be registered with the Office of the New York City Comptroller. During the six-month period, the definition of Authorized User will be deemed to refer only to Authorized Users whose contracts Must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph will be based upon the then-existing terms and conditions. However, during such extension, an Authorized User as defined in this paragraph, May agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g. changes in minimum, prevailing or living wages, or regulated services).

SHORT TERM EXTENSION

This section will apply in addition to any rights set forth in Appendix B, Contract Term – Renewal. In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State May be extended unilaterally by the State for an additional period of up to 30 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension May be for a period of up to 90 calendar days in lieu of 30 calendar days. However, this extension automatically terminates should a replacement Contract be issued in the interim.

PERIODIC RECRUITMENT

This Award allows for periodic recruitment of additional Contractors during the term of the Contract. Recruitment periods are optional at the discretion of the State. Additional recruitment periods will be advertised in the NYS Contract Reporter. Bidder Must register with the New York State Contract Reporter at <https://www.nyscr.ny.gov> in order to receive notifications regarding any periodic recruitments under this Award. Bids will be evaluated under substantially the same terms and conditions as the original Bids. Bidders will also be required to submit necessary documentation for any additional applicable statutory requirements in effect at the time of the new Solicitation.

A Bidder or existing Contractor May not resubmit a Bid for future consideration for a Manufacturer's Product Line already offered within a Lot of the awarded Contract(s).

In addition, if a Bid is deemed non-responsive during the initial Solicitation or any recruitment period, the Bidder will have the opportunity to reapply for a future Contract by submitting a Bid in response to the periodic recruitment.

PRICE:

The following terms and conditions apply to Contract pricing. See also Appendix B, Pricing.

A. Pricing

The Contractor's pricing will be published to the OGS website: All List Price/MSRP, Percentage Discounts, and NYS Net Pricing will be rounded to two decimals in the Contract. Pricing must remain in effect through the first anniversary date of the Bid Opening. Thereafter, Contractors may request to update their pricing when the Manufacturer's Nationally Published Price List is published in its normal manner. Updates will be made in accordance with Appendix C – Contract Modification Procedures.

It's the Contractor's option to increase the Percentage Discount offered to Authorized Users based on individual orders. Discounts May be greater, but in no instance, May they be lower than, the awarded Percentage Discount.

Contractors Must not decrease their Percentage Discount(s) for the entire term of the Contract; even if the comparable GSA contract, the other governmental contract, or cooperative contract discounts are decreased.

The awarded Percentage Discount May be increased by the Contractor at any time during the Contract term. The awarded Percentage Discount May be increased using Appendix C - Contract Modification Procedure;

B. Pricing Incentives and Rebates

More favorable pricing can be offered to Authorized Users and it is expected that Authorized Users will obtain the same rebates and special offers, such as regional and national promotional pricing, as provided to other customers. If the promotional pricing offer provides a lower price than that of the NYS Net Pricing, then the Authorized User will receive the lower of the two prices;

C. Delivery

Standard delivery Must be provided at no additional expense. Price includes all Customs Duties and charges, and be net, freight on board F.O.B. destination any point in New York State, for orders as designated by the Authorized User, including inside delivery. In addition, delivery Sites May be expanded (see Appendix B, Extension of Use); and

D. Taxes

Authorized Users are exempt from FET/FAET, and State and local sales taxes.

BEST PRICING OFFER

During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or a smaller quantity of a Product outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, after consultation with the Contractor, May be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause.

PRICE STRUCTURE

If, during the Contract Term, the Contractor is unable or unwilling to meet Contractual requirements in whole or in part based on the price structure of the Contract, it Must immediately notify the Office of General Services, Procurement Services in writing. Such notification will not relieve the Contractor of its responsibilities under the Contract.

Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, the State May terminate the Contract upon 10 business days written notice mailed to the Contractor.

ORDERING

Purchase Orders will be made in accordance with the terms set forth in Appendix B, Purchase Orders.

Authorized Users are to follow the instructions and guidance set forth in the How to Use document.

PURCHASE CARD ORDERS

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, Purchasing Card), also referred to as the Procurement Card, the Contractor will not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

MINIMUM ORDER

The only minimum order associated with this Contract is for Lot 2 – Live Ammunition. For Lot 2, the minimum order is one (1) full case.

There is no minimum order for the other Lots.

PROCUREMENT INSTRUCTIONS FOR AUTHORIZED USERS

The Contracts are issued under a multiple award structure. Authorized Users will procure Products that best meet their form, function, and utility requirements and the procurement instructions for Authorized Users set forth in the How to Use document.

Before proceeding with their purchase, Authorized Users will check the list of Preferred Source offerings and are reminded that they Must comply with State Finance Law, particularly § 162, regarding commodities/services provided by Preferred Source suppliers.

Use of Products from the Contracts Must be done in accordance with all applicable laws, regulations, policies and procedures. Additional guidance is provided by OGS in the How to Use document.

PRODUCT INSPECTION AND ACCEPTANCE PERIOD

Appendix B, PRODUCT ACCEPTANCE clause has been modified to the following:

Title or other property interest and risk of loss Must not pass from the Contractor to the Authorized User until the Products have been received, inspected, tested, and officer qualified for a period of 60 days from the date of delivery; which constitutes acceptance by the Authorized User. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) will not be deemed or construed

as acceptance of the Products received. Authorized Users reserve the right to require a longer acceptance period at time of purchase.

Authorized User will notify Contractor of acceptance upon successful completion of the inspection period.

Non-State Authorized Users and Bulkload State Agencies: If Non-State Authorized Users and Bulkload State Agencies fail to provide notice of rejection to the Contractor by the expiration of the 60-day acceptance period, this will constitute acceptance by those entities.

Online State Agencies: After the successful completion of the 60-day acceptance period, Online State Agencies Must select “accept” in SFS for the Product(s) within one (1) Business Day of completing the aforementioned 60-day acceptance period.

After an Authorized User has provided notice of acceptance to the Contractor for the Products purchased, the Contractor May invoice the Authorized User for payment.

TRADE-IN ITEMS

It is acceptable for the Contractor to provide pricing for estimated trade-in items in their quote for new purchases. However, estimates of trade-in items should not be subtracted from the Gross Purchase Price of the new items on quotes or Authorized User’s Purchase Orders. See How to Use document for more information.

After an Authorized User has provided notice of acceptance to the Contractor for the Products purchased, the Contractor will invoice the Authorized User for payment.

The Authorized User will submit trade-in items along with the Trade-In Itemization Form to the Contractor within 30 days of invoice. Contractor Must verify the accuracy of all information including, but not limited to, Serial #s of each item prior to issuing a credit (See CREDIT OF TRADE-INS).

All items submitted to the Contractor for trade-in Shall be “as-is” and OGS and Authorized User make no representations as to the condition of the items. OGS and Authorized User further expressly disclaim all warranties including any warranties for fitness for particular purpose or merchantability of the weapons. It is the responsibility of the Contractor to investigate the condition of the items. The Contractor releases OGS and the Authorized User from all liability related to the use of the items, and will ensure that any third parties that receive any items are made aware of this disclaimer, including but not limited to the “as-is” nature of the items and agree to release OGS and the Authorized User from all liability related to the use of the items.

INVOICING AND PAYMENT

Invoicing and payment will be made in accordance with the terms set forth in Appendix B, Contract Invoicing.

After receiving the Authorized User’s acceptance of Products, itemized on the Purchase Order, the Contractor will invoice Authorized User for any Products accepted. The invoice Must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract Price on the original date of Order. The Contractor Must provide itemized invoicing for all Products ordered. At a minimum, the following fields Must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number (PCXXXX)
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User’s Purchase Order Number (if applicable)
- Order Date

-
- Invoice Date
 - Invoice Number
 - Invoice Amount
 - Product Descriptions
 - Unit Price
 - Quantity
 - Unit of Measure

Cost centers or branch offices within an Authorized User May require separate invoicing as specified by each Authorized User. The Contractor's billing system Must be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/content/vendor-information>.

CREDIT FOR TRADE-IN ITEMS

Once the Contractor has verified the accuracy of the information contained in an applicable Trade-in Itemization Form, the Contractor will submit credit memos or checks in accordance with Attachment 13 – How to Use.

PRODUCT DELIVERY

The Contractor is required to deliver Product anywhere within NYS boundaries, at the location and time designated by the Authorized User on the Purchase Order, or by other mutual agreement. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services.

A. Shipping Dates and Delivery Time

1. All correspondence on shipping dates and delivery time will be directed to the Authorized User's contact person.
2. Contractor will provide written acknowledgement of orders within five (5) business days after receipt of order and will also provide anticipated shipping date.
3. If shipment will not be made within the anticipated shipping/delivery timeframe, the Contractor is required to notify the Authorized User in writing at least two weeks prior to the latest date of the original delivery obligation. This notification Must include the reason for the delay and a revised anticipated shipping and delivery dates. The Authorized User May request the Contractor to provide documentation to support the reason for the shipping/delivery delay. Failure to supply timely, written notification of the delay to the Authorized User, May initiate Contract default proceedings.

PRODUCT RETURNS AND EXCHANGES DUE TO CONTRACTOR'S ERROR

In addition to the provisions of Appendix B, Title and Risk of Loss, Product Substitution, and Rejected Product, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, or Contractor errors otherwise not specified, will be handled as follows:

1. Upon receipt of Product, Authorized Users Must inspect all Products (see PRODUCT INSPECTION AND ACCEPTANCE PERIOD).
2. If during the inspection period, the Authorized User determines that the Product is not acceptable, the Product will be returned to the Contractor with no restocking fee or other charges to the Authorized User. Authorized User is responsible to contact the Contractor and inform them of the intent to return the Product.
3. The Contractor is responsible for removal of the Product from the Authorized User's premises within ten (10) calendar days of notification of rejection by the Authorized User. If available, the Authorized User should obtain a return authorization from the Contractor.
4. In the event a specified Contract Product becomes unavailable, the Authorized User May require the Contractor to substitute a new Product, which will perform at the same or better level of performance, at no additional cost or expense to the Authorized User. Authorized User will determine what constitutes the same or better level of performance. Upon receipt of the substituted new Product, Authorized User Must commence a new inspection period.

DISCREPANCIES

The Contractor will resolve all order and invoice discrepancies (e.g., shortages, incorrect Product received, etc.) within five (5) business days from notification.

PRODUCT RETURNS BECAUSE OF AUTHORIZED USER ERROR

Standard stock Products ordered in error by Authorized User May be returned at Authorized User's expense within 30 days of receipt. Product(s) should be in resalable condition (original container, unused).

Contractor can only charge a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale. The restocking fee cannot exceed the NYS Net Pricing of the returned or exchanged Product.

PRODUCT END-OF-CYCLE RECYCLING/DISPOSAL

If available, Contractor is to provide an overview of the Manufacturer(s) established recycling and/or disposal program.

At the request of the ordering entity, the Contractor is to provide written instructions on how to use this program. If Manufacturer offers a recycling and/or disposal program, then the Contractor will provide documentation to program participants that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. Contractor will provide said records to OGS and/or any other governmental entity with oversight responsibility, upon request.

CONTRACT UPDATES

Contract Updates will be handled as provided in Appendix C – Contract Modification Procedures.

A. OGS May propose amendments to the Contract terms and conditions, including any Attachments or Appendices, at any time to serve the best interests of Authorized Users.

B. Notwithstanding the foregoing, OGS may unilaterally make revisions, changes and/or updates to any templates, Appendices (excluding Appendices A and B) and/or Attachments to the Contract without processing a formal amendment and/or modification.

REPORT OF CONTRACT USAGE

Contractor Must submit Report of Contract Usage including total sales to Authorized Users no later than 15 days after the close of each calendar quarter. Contractors who have approved Dealers or Distributors on their Contract Must include the Dealer and Distributor sales as part of their submitted Report of Contract Usage. If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be included in the quarterly report.

The report is to be submitted electronically via email in Microsoft Excel to OGS Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and will reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The Report of Contract Usage contains the minimum information required. Additional sales information May be required by OGS and Must be supplied upon request. Failure to submit reports on a timely basis May result in Contract cancellation and designation of the Contractor as non-responsible.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION

OPPORTUNITIES FOR NYS CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

Contractor Requirements and Procedures for Participation by New York State Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women.

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”), the New York State Office of General Services (“OGS”) is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-Owned Business Enterprises (“MWBES”) and the employment of minority group members and women in the performance of OGS Contracts.

II. General Provisions

A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State Contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 Shall be a part of these requirements. These provisions Shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State, or local laws.

C. Failure to comply with all of the requirements herein May result in a finding of non-responsiveness, a finding of non-responsibility, breach of Contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women Shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the Contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor.

1. Contractor and subcontractors Shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO Shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor’s equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO- 100 – Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

C. Form EEO - 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")

1. The Contractor Shall submit, and Shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services Must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.

2. Separate forms Shall be completed by Contractor and all subcontractors.

3. In limited instances, the Contractor or subcontractor May not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor Shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor Shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

D. Contractor Shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors Shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and Shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal and conviction and prior arrest.

IV. Contract Goals

A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

B. Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts Shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

V. Fraud

Any suspicion of fraud, waste, or abuse involving the Contracting or certification of MWBEs Shall be immediately reported to ESD’s Division of Minority and Women’s Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/MWBE>

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation May be as Subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as Subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/Veterans/>

Contractor is encouraged to contact the Division of Service-Disabled Veteran’s Business Development at 518-474-2015 to discuss methods of maximizing participation by SDVOBs on the Contract. ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/Veterans/>


RECALLS

The Contractor Must immediately notify the OGS Procurement Services of any recalls pertaining to Contract Products.

OVERLAPPING CONTRACT PRODUCTS

Products available under the Contract May also be available from other New York State Contracts. Authorized Users will be advised to select the most cost-effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

OGS identified Products that May be available from other OGS Centralized Contracts to assist Authorized Users in their procurement efforts. The table below is a tool, but it is not intended to capture every instance at Award or when Contract offerings are updated. At the time of purchase, it is incumbent upon the Authorized User to review other contracts to identify overlapping Contract Products and comply with all applicable requirements and guidelines.

Categories Represented in Contracts under this Group 35200		NYS Contract Overlap 	Group 38232 - Hazardous Incident Response Equip. (HIRE)
Lot 1	Firearms Accessories Only - w hich includes magazines and cleaning kits		X
Lot 5	Holsters, Duty Belts & Related Accessories		X
Lot 9	Firearms Optics		X

NYS VENDOR RESPONSIBILITY

The Contractor agrees that the following will apply:

The Contractor Shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor Must comply with the terms of the suspension order. Contract activity May resume at such time as the Commissioner of OGS issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner May terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract May be terminated by the Commissioner of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS May complete the Contractual requirements in any manner he or she May deem advisable and pursue available legal or equitable remedies for breach.

In no case will such termination of the Contract by the State be deemed a breach thereof, nor Shall the State be liable for any damages for lost profits or otherwise, which May be sustained by the Contractor as a result of such termination.

"OGS OR LESS" GUIDELINES

Purchases of the Products included in the Contract are subject to the "OGS or Less" provisions of State Finance Law § 163(3)(a)(v). This means that State Agencies can purchase Products from sources other than the Contractor provided that such Products are substantially similar in form, function or utility to the Products herein and are (1) lower in price and/or (2) available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they Must provide the State Contractor an opportunity to match the non-Contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility Must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law May participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, Participation in Centralized Contracts. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that May have delivery locations adjacent to New York State), the terms of the Price clause Shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies Must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<http://www.ogs.state.ny.us/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts May also be directed to NYS Procurement Services Customer Services at 518-474-6717.

EXTENSION OF USE

Contract May be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction May also participate in any Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

DEALERS/DISTRIBUTORS

The following terms and conditions apply to Contractors who are the Manufacturer and May use Dealers/Distributors as alternate distribution sources.

A. Conditions of Dealer/Distributors Participation

Dealers/Distributors Must be approved in advance by OGS as a condition of eligibility under the Contract. OGS also reserves the right to rescind any such participation, limit the number of Dealers/Distributors, or request that Contractor name additional Dealers/Distributors, in the best interests of the State, at OGS's sole discretion, at any time. Contractor has the right to qualify Dealers/Distributors and their participation under Contract by Product Line, contracting program (e.g., government/educational sales), geographic region, size/sales volume, technical training or other criteria ("qualifying criteria"), provided that:

1. such qualifying criteria are uniformly applied to all potential Dealers/Distributors based upon Contractor's established, neutrally applied commercial/governmental program criteria, and not to a particular procurement;
2. the State reserves the right to request Contractor disclosure of all general categories of qualifying criteria;
3. those qualifying criteria met by the Dealer/Distributor Must be identified in Dealer/Distributor designations Attachment 9 – Authorized Dealer/Distributor Info at the time that Dealer/Distributor approval is requested; and,
4. immediate notice is provided to OGS in the event that a change in Dealer/Distributor's status occurs during the Contract term.

All Dealers/Distributors who have been approved in accordance with the foregoing paragraph Must be eligible to quote lower pricing for procurements under Contract which meet their qualifying criteria. Contractor warrants and represents that it will not, directly or indirectly, by agreement, communication or any other means, restrict any Dealer/Distributor's participation or ability to quote a particular order.

B. Designation of Dealers/Distributors

When Dealers/Distributors are submitted for approval, Contractor Must provide the State, in advance, with all necessary ordering information, billing addresses and Federal Identification numbers in the format requested in Attachment 9 – Authorized Dealer/Distributor Info. Contractor will also specify whether orders Must be placed directly with Contractor or May be placed directly with designated Dealer/Distributors.

D. Responsibility for Reporting/Performance

Contractor will be fully liable for Dealers/Distributors' performance and compliance with all Contract terms and conditions. Product purchased through Dealers/Distributors Must be reported by Contractor in the required quarterly sales reports to the State as a condition of payment. In addition to inclusion of Dealer/Distributors volume in the Contractor's sales reporting obligation to the State, at the request of an Authorized User, the Dealer/Distributor will provide the Authorized User with reports of the individual Authorized User's Contract activity with the Dealer/Distributor.

E. Applicability of Contract Terms

Product ordered directly through Dealers/Distributors will be limited to Products previously approved for inclusion under this Contract and will be subject to all terms and conditions of this Contract as a condition of Dealer/Distributor participation.

NEW ACCOUNTS

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The Contractor May ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies will not be required to provide credit references.

TRAFFIC INFRACTIONS

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

INSTRUCTION MANUALS

At the time of delivery, Contractor will provide a complete Manufacturer's instruction manual for the Product supplied to the Authorized User.

MANUFACTURER'S INSTRUCTIONS FOR ARMORERS:

Contractor will provide Authorized Users with additional Manufacturer's instructions upon request. These instructions May include, but are not limited to:

- Manufacturer's instructions for routine maintenance of each firearm model within a Product Line; and
- Manufacturer's instructions for armorer maintenance with exploded view and parts list for each firearm model within a Product Line.

PREFERRED SOURCE

Section 162 of the State Finance Law requires that Authorized Users afford first priority to the Products and Services of Preferred Source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such Products Services meet the form, function and utility of the Authorized User. Some Products in the resultant Contract may be available from one or more Preferred Sources. An Authorized User must determine if a particular Product is approved for a Preferred Source and follow the requirements of State Finance Law § 162(3) or (4)(b), respectively, before engaging the Contractor.

ONGOING COMPLIANCE

Contractors Must comply with all applicable federal, state, and local laws and regulations. Contractors are responsible for maintaining all necessary permits and licenses required to sell Products available under Contracts awarded pursuant to this Award. Contractors Must keep records of all sales, disposals and transfers in compliance with all applicable laws and regulations and will provide said records to OGS and/or any other governmental entity with oversight responsibility, upon request.

CAPTIONS

The captions contained in this Award are intended for convenience and reference purposes only and Shall in no way be deemed to define or limit any provision thereof.

SEVERABILITY

If any provision of the Contract is deemed invalid or unenforceable by a New York State or Federal Court of Competent Jurisdiction, such determination Shall have no effect on the balance of the Contract, which Shall be enforced and interpreted as if such provision was never included in this Contract.

**State of New York
Office of General Services
NEW YORK STATE PROCUREMENT
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product’s end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** “**Product**” is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term “Product” includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or scan this form & mail or email to:

Neilene Rabideau
 OGS PROCUREMENT SERVICES
 Corning Tower - 38th Floor Reception Desk
 Empire State Plaza
 Albany, NY 12242
neilene.rabideau@ogs.ny.gov

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