

# **GROUP 35205 – BODY ARMOR, LAW ENFORCEMENT**

## **IFB/AWARD # 23227**

### **HOW TO USE THE CONTRACTS**

#### **OGS Contract Manager**

Neilene Rabideau

Contract Management Specialist

Office of General Services

Procurement Services, Corning Tower, 38th Floor

Empire State Plaza, Albany, NY 12242

Phone: 518-473-6518

E-mail: [neilene.rabideau@ogs.ny.gov](mailto:neilene.rabideau@ogs.ny.gov)

## Table of Contents

INTRODUCTION.....	3
NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS .....	3
EXTENSION OF USE .....	3
OVERLAPPING CONTRACT PRODUCTS.....	3
PROCUREMENT INSTRUCTIONS FOR AUTHORIZED USERS .....	3
LOCATION OF CONTRACTOR’S INFORMATION .....	4
PRICE.....	4
MINIMUM ORDER.....	5
PRODUCT DELIVERY.....	5
NEW ACCOUNTS .....	6
“OGS OR LESS” GUIDELINES.....	6
.ORDERING.....	6
REQUIRED INFORMATION FOR PURCHASE ORDERS (POs) .....	6
PRODUCT INSPECTION AND ACCEPTANCE PERIOD .....	7
INVOICING AND PAYMENT .....	7
PRODUCT RETURNS AND EXCHANGES DUE TO CONTRACTOR’S ERROR .....	8
DISCREPANCIES.....	8
PRODUCT RETURNS DUE TO AUTHORIZED USER ERROR.....	8
VEST REIMBURSEMENT PROGRAMS .....	8
PRODUCT END-OF-CYCLE RECYCLING/DISPOSAL.....	8
INSTRUCTION MANUALS .....	9
CONTRACTOR’S INSTRUCTIONS: .....	9

## INTRODUCTION

Procurement Services May revise this document at any time.

The following definition of Authorized User is specific for this Award:

“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.

The following definition of Purchase Order (PO) is defined in Appendix B, Definition:

The Authorized User’s fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Purchasing Card, electronic Purchase Order, or other authorized instrument).

OGS determined an overall goal of 0% for MWBE participation and 0% SDVOB participation in the resulting Contracts.

The scope of this Contracts, is set forth below:

- A. **SOFT BODY ARMOR (Ballistic-resistant, Stab-resistant) & ACCESSORIES**  
This consists primarily of concealable Vests and accessories. The accessories May include, but are not limited to, Carriers, Trauma Packs, and body armor for the protection of neck, groin, arms, & legs but excludes general use gear bags.
- B. **HARD BODY ARMOR (Ballistic, Stab, Riot, Bomb) & ACCESSORIES**  
This consists primarily of Vests, rigid plates, and accessories. Hard Body Armor also includes Riot Suits, Bomb Suits, Ballistic-resistant & Riot helmets and visors, Ballistic-resistant & Riot shields, and May include other Ballistic-resistant shielding Products such as Ballistic-resistant clipboards, Ballistic-resistant briefcases, and Ballistic-resistant blankets. The accessories May include, but are not limited to, Trauma Plates, and body armor for the protection of neck, groin, arms, & legs but excludes general use gear bags.

## 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 Sites adjacent to New York State), the terms of the *Price* clause Will be modified to include delivery to Sites 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

Any 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 resultant 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.

## OVERLAPPING CONTRACT PRODUCTS

Products available under the Contract May also be available from other New York State Contracts. Authorized Users are 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.

## PROCUREMENT INSTRUCTIONS FOR AUTHORIZED USERS

OGS reserves the right to change the instructions set forth in this section in non-material and non-substantive ways without seeking a contract amendment.

Authorized Users Must follow the following procurement instructions when purchasing from the resulting Contract.

- A. 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.
- B. When utilizing the Contract, the Authorized User should be familiar with and follow the terms and conditions governing its use. Use of Products from the resultant Contracts Must be done in accordance with all applicable laws, regulations, policies and procedures. The Authorized User is accountable and responsible for compliance with the requirements of public procurement processes. 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 which should include:
  - A statement of need and associated requirements;
  - Obtaining all necessary prior approvals;
  - A summary of the Contract alternatives considered for the purchase; and
  - The reason(s) supporting the resulting purchase (e.g., show that basis for the selection among multiple Contractors at the time of purchase was the most practical and economical alternative and was in the best interests of the State).
- C. The resultant Contract Will be issued under a multiple award structure, and includes Soft Body Armor, Hard Body Armor listed below. Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users should base their selection among multiple Contractors upon which is the most practical and economical alternative that is in the best interests of the State.
- D. Authorized Users Will procure Products that best meet their form, function, and utility requirements.

Awarded Contractors' Product offerings, Contract, and pricing information Will be posted to the OGS website. The Authorized User Will determine the appropriate Product Lines to make its purchase from and procure Products that best meet their form, function, and utility requirements.

Soft Body Armor (Ballistic-resistant, Stab-resistant)  
Hard Body Armor (Ballistic-resistant, Stab-resistant, Riot, Bomb)

#### LOCATION OF CONTRACTOR'S INFORMATION

The Contractor's information Will be published to the OGS website for Award 23227, Group 35205 – Body Armor, Law Enforcement: <https://ogs.ny.gov/purchase/search/searchresults.asp>

The Contractor's information Will include the Contractor's name and contact information, the OGS Contract number and SB, MWBE, SDVOB designation, and links to pricing and Distributor information (if applicable).

#### PRICE

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

- A. Pricing  
The Contractor's OGS Approved Pricing Pages Will be published to the OGS website: all List Price, Awarded Percentage Discounts, and NYS Net Pricing Will be rounded to two decimals in the resultant Contract. Pricing updates Will be made in accordance with §6.19 Contract Updates and Appendix C – Contract Modification Procedures.

Contractor May offer increased (greater) Percentage Discounts than the Awarded Percentage Discounts on their Contract to individual Authorized Users based on individual orders but Must not offer Authorized Users lower Percentage Discounts than the Awarded Percentage Discounts.

Contractor May propose to increase the Awarded Percentage Discount using Appendix C - Contract Modification Procedure. However, once OGS approves an increased Awarded Percentage Discount, the Contractor Must not decrease this for the remainder of the Contract Term.

Except as part of a Periodic Recruitment (see §6.5 Periodic Recruitment), Contractors Must not add new Product Lines to their Contract.

Contractors May only submit an update request (see §6.19 Contract Updates) to remove a Product Line from its Contract a) in accordance with §6.8 Product Lines or b) if the Contractor is no longer able to honor the Awarded Percentage Discount for a Product Line.

Once awarded a Contract, Contractors Must not decrease their Awarded Percentage Discount(s) for the entire Contract Term; even if the comparable GSA contract, the other governmental contract, or cooperative contract Percentage Discounts are decreased.

In the event that a Product Line is removed from a Contract, and the Contractor subsequently requests to add the Product Line back onto their Contract, the Contractor Must offer NYS (and all Authorized Users) at least an equal to, or better Percentage Discount for the Product Line than the Awarded Percentage Discount for the Product Line.

In the event a Contractor requests to assign their Contract to another Business Entity, the Business Entity Must not reduce the Awarded Percentage (%) Discount of any Product Line awarded on the Contract being assigned.

All NYS Net Pricing Must not include the IFF or other contract administration or use fees.

OGS reserves the right to remove Products from Contractor's OGS' Approved Pricing Pages at any time if OGS determines do not fall with the scope or do not comply with the terms and conditions of the Contract.

#### 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 Must include all Customs Duties and charges, and be net, 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

Contractor's Must not lengthen the standard delivery timeframe (see §4.6 Product Delivery Timeframes) for a Product Line for the Contract Term.

In addition, delivery sites May be expanded (see Appendix B, Extension of Use); and

#### D. Taxes

Authorized Users are exempt from State and local sales taxes.

### MINIMUM ORDER

There is no minimum order

### PRODUCT DELIVERY

Delivery is expressed on the "Financial Offer" tab of the Contractor's pricing worksheet. The delivery is expressed in the number of calendar days required to make delivery after receipt of a Purchase Order from any ordering Authorized User.

Appendix B, *Product Delivery* has been deleted entirely and replaced with the following:

The Contractor Must 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

- All correspondence on shipping dates and delivery time Must be directed to the Authorized User's contact person.
- Contractor Must provide Written acknowledgement of orders within five (5) business days after receipt of order and Must also provide anticipated shipping date using the standard delivery timeframes listed in their OGS Approved Pricing Pages on the OGS website (see §4,6 Product Delivery Timeframes).
- Delivery Must be made to the delivery address specified in the Purchase Order and in accordance with instructions on the Purchase Order.
- If shipment Will not be made within the anticipated shipping/delivery timeframe, the Contractor Must 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, accurate, and Written notification of the delay to the Authorized User, May initiate Contract default proceedings.

#### NEW ACCOUNTS

Contractor May ask State Agencies and Non-State 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.

#### “OGS OR LESS” GUIDELINES

Purchases of the Products included in the Solicitation and resulting 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.

#### ORDERING

Purchase Orders Will be made in accordance with the terms set forth in Appendix B, *Purchase Orders*. Orders submitted Will be deemed received by Contractor on the date submitted by the Authorized User.

Authorized Users Must submit orders in Writing via e-mail or electronic dispatch.

All orders Must reference the Contract number and Purchase Order number.

Orders submitted Will be deemed received by Contractor on the date submitted by the Authorized User. Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User via email. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and Contractor's sales representative (if applicable).

#### REQUIRED INFORMATION FOR PURCHASE ORDERS (POs)

All Authorized Users Will utilize the following procedures to issue POs, accept Products, and pay Invoices:

Online State Agencies Must enter the inspection period listed in the below PRODUCT INSPECTION AND ACCEPTANCE PERIOD when issuing the PO. SFS Will not dispatch the PO until the Product INSPECTION AND ACCEPTANCE PERIOD is entered.

For phased deliveries, Online State Agencies Must enter a line for each separate delivery on the PO. Each separate line for delivery Will be inspected and accepted.

Non-State Authorized Users and Bulkload State Agencies Will issue POs in accordance with their policies and procedures. For inspection period, Authorized Users Will include the information listed in the below PRODUCT INSPECTION AND ACCEPTANCE PERIOD.

#### PRODUCT INSPECTION AND ACCEPTANCE PERIOD

Appendix B, *Title and Risk of Loss For Products Other Than Technology Products* has been deleted entirely and replaced with the following:

Title or other property interest and risk of loss Will not pass from the Contractor to the Authorized User until the Products have been received, inspected, and tested 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 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:

1. Title or other property interest and risk of loss Will transfer from the Contractor to the Authorized user,
2. The warranty period under Appendix B, Warranties Will commence, and
3. The Contractor May invoice the Authorized User for payment.

#### 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 Purchase Order. The Contractor Must provide itemized invoicing for all Products ordered and delivered.

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
- 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/nys-vendors>.

In the event that a Contractor has added a Distributor (see §6.33, Distributors) to their Contract to accept Purchase Orders and receive payment on their Contract, the Distributor Must provide its Name, Billing Address, Federal ID Number, and NYS Vendor ID instead of the Contractor's.

#### PRODUCT RETURNS AND EXCHANGES DUE TO CONTRACTOR'S ERROR

In addition to the provisions of §6.14 *Product Delivery*; Appendix B, *Product Substitution*; and Appendix B, *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
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 Must remove 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(s) Must resolve all order and invoice discrepancies (e.g., shortages, incorrect Product received, etc.) within five (5) business days from notification.

#### PRODUCT RETURNS DUE TO AUTHORIZED USER ERROR

Standard stock Products ordered in error by Authorized User Will be returned at Authorized User's expense within 30 days of receipt. Product 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.

#### VEST REIMBURSEMENT PROGRAMS

Information regarding the U.S. Department of Justice, Patrick Leahy Bulletproof Vest Partnership is available at: <https://www.ojp.gov/program/bulletproof-vest-partnership/overview>

Information regarding the NYS Division of Criminal Justice Services (DCJS) reimbursement program is available at <http://www.criminaljustice.ny.gov/ofpa/sba.htm>

[OGS cannot provide assistance with the vest reimbursement programs. If Authorized Users need assistance, they Must use the links provided above for contact information on the programs.](#)

#### PRODUCT END-OF-CYCLE RECYCLING/DISPOSAL

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



At the request of the ordering entity, the Contractor Will provide Written instructions on how to use this program. Contractor Will provide documentation to program participants that the units were disposed of in an environmentally sound manner and in compliance with applicable local, state and federal laws. Upon request, Contractor Will provide said records to OGS and/or any other governmental entity with oversight responsibility. Recycled Ballistic-resistant Vests Must be tracked by serial number throughout the recycling process.

#### **INSTRUCTION MANUALS**

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

#### **CONTRACTOR'S INSTRUCTIONS:**

The Contractor Will assist the Authorized User with obtaining the most appropriate equipment for the agency's needs. This May include verbal information, printed literature, or Manufacturer's webpage or videos. The extent of involvement Will commensurate with purchase size and complexity.

Contractors and Distributors listed on a Contract (see §6.33 Distributors) Will also provide Authorized Users with additional Manufacturer's guidance upon request. This guidance May include, but is not limited to:

- A. Measurement in accordance with ASTM E3003, Standard Practice for Measurement of Body Armor Wearers and Fitting of Armor, and
- B. Fittings using sizing instructions provided by the Manufacturer