

State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300 72201
Little Rock, Arkansas
501-324-9316

STATE TERM CONTRACT

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS DOES NOT REPRESENT YOUR AUTHORITY TO SHIP. THE ORDERING AGENCY WILL ISSUE A PURCHASE ORDER TO AUTHORIZE SHIPMENT. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE REQUEST FOR QUOTATION.

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BUYER: Woodrow McLeod	Term Contract No: SP-08-0160
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DESCRIPTION:	AMMUNITION – SPEER , Gulf State Distributors
FOR:	All State Agencies, Institutions of Higher Education and Political Subdivisions
CONTRACT VALUE:	\$730,306.00
PURCHASE REQUEST NO:	N/A
AGENCY CONTACT / PHONE:	N/A
DELIVERY REQUIREMENT:	AS SPECIFIED ON PAGE 6

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PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED

INVOICE TO:

Ordering Agency/entity

DELIVER TO:

As Specified on Purchase Order

CONTRACT AWARD TO:

Gulf States Distributors, Inc.
6000 E. Shirley Lane
Montgomery, AL 36117

CONTACT NAME: Charles L. Dees
TELEPHONE NO: 800-223-7869
FAX NO: 334-279-9267
VENDOR NO: 100145319
FEDERAL ID NO: 63-0803427

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY: _____ DATE: _____

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MINORITY BUSINESS POLICY: Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated §1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned businesses as subcontractors "may explain the circumstances preventing minority inclusion".

SCOPE: This is a Multiple Award TERM Contract to provide Law Enforcement Ammunition for those State Agencies, Institutions of Higher Education and Political Subdivisions of the State of Arkansas with law enforcement powers. A multiple award contract is whereby more than one vendor is awarded essentially the same line item. The Director of the Office of State Procurement has approved the use of this multiple award contract.

MINIMUM ORDER QUANTITY: Order quantities will be "full" cases and unless otherwise noted, the minimum order quantity will be one (1) case of ammunition.

AWARDING INSTRUCTIONS: Multiple contracts are awarded, per line item, by manufacturer's brand to the lowest responsive, responsible bidder. It is the intent of the State Agencies, Institutions of Higher Education and Political Subdivisions to choose the ammunition manufacturer meeting their requirement specifications.

CONTRACT TERM: The term of this contract shall be for a period of twelve (12) months beginning January 23, 2008 through January 22, 2009 with extension options.

EXTENSION CLAUSE: Any contract awarded from the offering of these specifications will be subject to, after the original expiration date, an extension of six (6) additional times for the original term of the contract. The Office of State Procurement and the contractor must mutually agree upon any extension. The Office of State Procurement will notify the contractor before expiration of the contract if an extension is requested. The Price Change Clause will remain in effect for any period agreed upon for extension.

PRICE CHANGE CLAUSE: All prices quoted will remain firm for the first six (6) months of the contract. In the event of an industry wide price increase, the contractor may request a price change. This written request must be received by the Office of State Procurement not less than thirty (30) days prior to the requested price increase effective date. The contractor must provide documentation from the manufacturer certifying/justifying the increased cost. After receipt of required documentation and in the event a price change is authorized thereafter, said prices will remain firm for a period of not less than six (6) months.

In the event of a general price decrease, the State shall be guaranteed full benefit of the price reduction for all undelivered purchase orders on the effective date of the decrease and thereafter. The State of Arkansas may monitor reductions by requesting the manufacturer to provide cost comparison data at any time after the first six months of the contract to reflect base cost (at time of award) to current cost (at time of request).

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QUANTITY: Quantities listed are estimated and do not represent a firm commitment to purchase. The State may order more or less as is required during the term of the contract.

PRICES: The **Price per Thousand Rounds** quoted will be the “Normal Inside Delivery” prices. Prices quoted are firm for the term of the contract period and any contract extensions. Prices quoted do not include any federal excise taxes.

SPECIFICATIONS:

1. All ammunition must be of “brass casing” only and carry the manufacturer’s head stamp.
2. The ammunition manufacturer must be a member of, and adhere to, the standards and specifications as set forth by the Sporting Arms and Ammunition Manufacturers Institute (SAMMI).
3. All ammunition must be current production verifiable by lot number through manufacturer. Vendor must guarantee that all ammunition sold in conjunction with this Request for Written Quotation has been stored under manufacturer recommended conditions to protect the integrity of the product.
4. **No** “RE MANUFACTURED” ammunition components will be accepted.
5. Ammunition noted as **Training Ammunition** must have the “Same point of aim and velocity of impact as duty ammunition”.

<u>Item</u>	<u>AASIS #</u>	<u>Description</u>	<u>Price per TS Rounds</u>
1	10100062	357 SIG, 125gr, Full Metal Jacket (Training Ammunition)	\$216.00
		Estimated Quantity: 75,000 Rounds Description: 357 SIG, 125 gr., FMJ Manufacturer’s Number: 53919 Rounds per case: 1000 Alternate Delivery: 120 - 150 calendar days after receipt of order.	
2	10100061	357 SIG, 125gr, Jacketed Hollow Point, Bonded	\$340.00
		Estimated Quantity: 50,000 Rounds Description: 357 SIG, 125 gr., JHP, Bonded Manufacturer’s Number: 53918 Rounds per case: 1000 Alternate Delivery: 120 - 150 calendar days after receipt of order.	

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<u>Item</u>	<u>AASIS #</u>	<u>Description</u>	<u>Price per TS Rounds</u>
3	10100063	38 Special, 130gr, Full Metal Jacket	\$179.00
<p>Estimated Quantity: 349,000 Rounds Description: 38 cal, 125 gr., TMJ Manufacturer's Number: 53733 Rounds per case: 1000 Alternate Delivery: 90 - 120 calendar days after receipt of order. NOTE: Grain weight is different – Verify your requirement specification</p>			
4	10100066	9mm Luger, 115gr, Full Metal Jacket	\$146.00
<p>Estimated Quantity: 500,000 Rounds Description: 9mm, 115 gr., TMJ Manufacturer's Number: 53650 Rounds per case: 1000 Alternate Delivery: 90 - 120 calendar days after receipt of order.</p>			
5	10124520	9mm Luger, 124gr, Full Metal Jacket (Training Ammunition)	\$154.00
<p>Estimated Quantity: 150,000 Rounds Description: 9mm, 124 gr., TMJ Manufacturer's Number: 53651 Rounds per case: 1000 Alternate Delivery: 90 - 120 calendar days after receipt of order.</p>			
6	10100069	9mm Luger, 124gr, +P, Jacketed Hollow Point, Bonded	\$308.00
<p>Estimated Quantity: 100,000 Rounds Description: 9mm, 124 gr., +P, JHP, Bonded Manufacturer's Number: 53617 Rounds per case: 1000 Alternate Delivery: 90 - 120 calendar days after receipt of order.</p>			
7	10126760	9mm Luger, 147gr, Full Metal Jacket (Training Ammunition)	\$154.00
<p>Estimated Quantity: 5,000 Rounds Description: 9mm, 147 gr., TMJ Manufacturer's Number: 53620 Rounds per case: 1000 Alternate Delivery: 120 calendar days after receipt of order.</p>			

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<u>Item</u>	<u>AASIS #</u>	<u>Description</u>	<u>Price per TS Rounds</u>
8	10100070	9mm Luger, 147gr, Jacketed Hollow Point, Bonded	\$308.00
		Estimated Quantity: 25,000 Rounds Description: 9mm, 147 gr., JHP, Bonded Manufacturer's Number: 53619 Rounds per case: 1000 Alternate Delivery: 90 - 120 calendar days after receipt of order.	
9	10100073	40 S&W, 165gr, Full Metal Jacket (Training Ammunition)	\$203.00
		Estimated Quantity: 400,000 Rounds Description: 40 cal, 165 gr., TMJ Manufacturer's Number: 53955 Rounds per case: 1000 Alternate Delivery: 150 calendar days after receipt of order.	
10	10124521	40 S&W, 165gr, Jacketed Hollow Point, Bonded	\$331.00
		Estimated Quantity: 175,000 Rounds Description: 40 cal, 165 gr., JHP, Bonded Manufacturer's Number: 53970 Rounds per case: 1000 Alternate Delivery: 120 - 150 calendar days after receipt of order.	
11	10126761	40 S&W, 180gr, Full Metal Jacket (Training Ammunition)	\$203.00
		Estimated Quantity: 400,000 Rounds Description: 40 cal, 180 gr., TMJ Manufacturer's Number: 53652 Rounds per case: 1000 Alternate Delivery: 120 calendar days after receipt of order.	
12	10100075	40 S&W, 180gr, Jacketed Hollow Point, Bonded	\$331.00
		Estimated Quantity: 350,000 Rounds Description: 40 cal, 180 gr., JHP, Bonded Manufacturer's Number: 53962 Rounds per case: 1000 Alternate Delivery: 120 - 150 calendar days after receipt of order.	

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<u>Item</u>	<u>AASIS #</u>	<u>Description</u>	<u>Price per TS Rounds</u>
13	10124522	45 Auto, 185gr, Full Metal Jacket (Training Ammunition)	\$236.00
Estimated Quantity: 80,000 Rounds Description: 45 cal, 185 gr., TMJ Manufacturer's Number: 53654 Rounds per case: 1000 Alternate Delivery: 150 - 180 calendar days after receipt of order.			
14	10126764	45 Auto, 185gr, Jacketed Hollow Point, Bonded	\$362.00
Estimated Quantity: 5,000 Rounds Description: 45 cal, 185 gr., JHP, Bonded Manufacturer's Number: 53964 Rounds per case: 1000 Alternate Delivery: 120 - 150 calendar days after receipt of order.			
15	10100076	45 Auto, 230gr, Full Metal Jacket (Training Ammunition)	\$236.00
Estimated Quantity: 450,000 Rounds Description: 45 cal, 230 gr., TMJ Manufacturer's Number: 53653 Rounds per case: 1000 Alternate Delivery: 150 - 180 calendar days after receipt of order.			
16	10100079	45 Auto, 230gr, Jacketed Hollow Point, Bonded	\$362.00
Estimated Quantity: 100,000 Rounds Description: 45cal, 230 gr., JHP, Bonded Manufacturer's Number: 53966 Rounds per case: 1000 Alternate Delivery: 120 - 150 calendar days after receipt of order.			
17	10108308	Additional Delivery Charge (see page 7)	

STATE PROCUREMENT CONTACT: Woodrow McLeod, 501-371-6058

ORDERS: All orders placed against this contract shall be in the form of a purchase order issued by the ordering agency on an as-required basis and routed direct to the contractor.

DELIVERY: Items are to be delivered (FOB Destination – Normal Inside Delivery) to the location specified within thirty (30) calendar days of receipt of purchase order from the ordering agency. If this delivery date cannot be met, the bidder must state the number of days required to place the commodity in the ordering agency's designated location. Failure to

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state the delivery time obligates the bidder to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the state.

INDICATED ALTERNATE DELIVERY DATES IN PRICING SECTION

In the event that conditions of ammunition availability, on an industry level, change during the contract period, the Office of State Procurement will give consideration to vendor requests for additional delivery time.

DELIVERY LOCATIONS (FOB Destination – Normal Inside Delivery): Various delivery locations within the State of Arkansas will be specified on the purchase order from the ordering agency. All transportation expenses for delivery will be the responsibility of the contractor.

Due to labor costs of delivery, if your location requires delivery services other than the "Normal Inside Delivery" definition outlined in this contract, an additional delivery charge of \$0.00 may be applicable. Please review the "Normal Inside Delivery" definition within the contract to determine how it may apply to your proposed delivery location.

DEFINITION - Normal Inside Delivery: Unit prices quoted include, at no additional charge, the contractor providing "normal inside delivery" service. "Normal inside delivery" is defined in this contract as: "The inside delivery to a building with an accessible dock to one specific room or area by use of material handling equipment without breaking shipping container to hand truck deliver individual cases."

Delivery locations falling in the perimeters of this definition will not be subject to additional delivery charges. Agencies are encouraged to check with the vendor prior to ordering to ascertain any possible additional delivery charge amounts.

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.

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5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.

6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.

7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10.DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11.STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12.DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications

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authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.