



Group 35200 – Award 23392
Firearms, Ammunition, and Less-Lethal Products (Statewide)
Attachment 14 - How-to-Use for Authorized Users

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INTRODUCTION to this “How-to-Use for Authorized Users”

OGS Procurement Services provides this document to assist New York State Contract Authorized Users (Police Officers and Peace Officers only) in correctly acquiring Firearms, Ammunition, and Less-Lethal Products according to Invitation for Bids 23392 (IFB 23392).

In the case of a discrepancy between this How-to-Use for Authorized Users and IFB 23392, IFB 23392 Section 1.12 *Conflict of Terms* will determine which document shall prevail.

Authorized Users (AUs) are encouraged to review IFB 23392 and the associated Attachments and Appendices before using this Contract and are required to make purchases in accordance with the terms and conditions set forth in therein.

The Contract Manager will update this How-to-Use for Authorized Users throughout the term of the Award; always refer to the Award webpage for the most current Attachment 14 - *How-to-Use for Authorized Users*.

INTRODUCTION to Award 23392 Firearms, Ammunition, and Less-Lethal Products (Statewide)

The purpose of this Solicitation and the resultant Contracts is to provide Authorized Users with a means of acquiring Firearms, Ammunition, and Less-Lethal Products.

Firearms, Ammunition, and Less-Lethal Products, according to IFB 23392 Section 1.10 – *Definitions*, Authorized Users are defined as 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.

SCOPE of Award 23392 Firearms, Ammunition, and Less-Lethal Products (Statewide)

This Award consists of nine (9) Lots:

- Lot 1 – Firearms and Accessories
- Lot 2 – Live Ammunition
- Lot 3 – Less-Lethal Ammunition
- Lot 4 – Restraints
- Lot 5 – Batons and Baton Holders
- Lot 6 – Holsters, Duty Belts, and Related Holders
- Lot 7 – Training Aids and Accessories
- Lot 8 – Less-Lethal Gases and Grenades
- Lot 9 – Firearms Optics and Accessories

The following Products are EXCLUDED from the scope of this Award, and were not considered for award:

- Lethal grenades such as incendiary, offensive, and fragmentation.
- Holsters with body camera technology and pouches and/or holders that do not directly attach to the duty belt.
- Baton holders with body camera technology.
- Firearm optics and accessories.
- Body cameras, related accessories, and related connectivity are **excluded generally** from the scope of this Solicitation.

PROCUREMENT INSTRUCTIONS FOR AUTHORIZED USERS

- A. Each Contractor’s approved Attachment 1 – *Pricing* and Attachment 13 – *Contractor/Dealer/Distributor Information* will be posted on the OGS website so that Authorized Users can find Contract pricing information, Contractor Information, Dealer and Distributor Information, prompt payment discounts, and NYS Purchasing Card information.
- B. When utilizing the Contract(s), the Authorized User should be familiar with and follow the terms and conditions governing its use. The Authorized User is responsible for compliance with the requirements of public procurement processes. The Authorized User, when purchasing from OGS Contracts, should also hold the Contractor accountable for compliance with 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, if any; and

- The reasons supporting the resulting purchase (e.g., show that 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).
- C. All State agencies, political subdivisions, and public benefit corporations (which include most public authorities) having their own purchasing agency are required to purchase approved products and services from Preferred Sources in accordance with §§ 162 and 163 of the New York State Finance Law. Before proceeding with their purchase, such Authorized Users shall check the list of Preferred Source Program offerings for Products that meet the form, function, and utility required. These Authorized Users are reminded that they must comply with State Finance Law § 162, which requires that they afford first priority to the commodities and services of Preferred Source suppliers, which include the Division of Correctional Industries (Corcraft), the NYS Preferred Source Program for People who are Blind (NYSPSP), and NYS Industries for the Disabled (NYSID), when such commodities or services meet the form, function, and utility of the Authorized User, and the price offered by Corcraft does not exceed a reasonable fair market price, and the price offered by NYSPSP and NYSID is within 15% of prevailing market prices. If a Preferred Source offering does not meet an Authorized User's form, function, and utility, or the Preferred Source price is more than fair market price or more than 15% above prevailing market prices, then the Authorized User may use this Contract.
- D. The Contracts resulting from this Solicitation will be Centralized Contracts issued under a multiple award structure. Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users must base their selection among multiple Contracts upon which is the most practical and economical alternative that is in the best interests of the State. Authorized Users are required to obtain three (3) quotes when multiple Contractors offer Products that are identical to the Product being sought (e.g., multiple Contractors offer a Product that has an identical manufacturer's model code). Authorized Users are strongly encouraged to seek a minimum of three (3) quotes, where possible, when multiple Contractors offer Product(s) that are similar in nature to the Product being sought (e.g., multiple Contractors offer a Product that is a similar size, style and/or material). Authorized Users are also encouraged to seek better than Contract pricing for all items, especially when purchasing in volume, as Contractors may not automatically offer volume discounts.
- E. Authorized Users shall issue Purchase Orders, in accordance with the terms set forth in Appendix B *Purchase Orders*, directly to the Contractor or the Contractor's Dealer/Distributor (if applicable), and specify any shipping/delivery requirements, including inside delivery and/or installation. Inside delivery and installation terms must be agreed upon at time of order and prior to delivery. All orders should clearly note the OGS Contract Name and Award Number, Contract Number, and Contractor Name. Authorized Users should follow up with Contractor if they do not receive order acknowledgement within five (5) days.
- F. Contractor documents which contain additional terms or conditions must receive pre-approval by the Authorized User, in accordance with Appendix B Section 26 – *Modification of Contract Terms*.
- G. Upon Authorized User acceptance of Products itemized on the Purchase Order, Contractor will invoice Authorized User for any portion of Products accepted, and accordingly, Authorized User will arrange for payment. Contractor shall provide itemized invoicing for all Products. See also Section 6.14 *Invoicing and Payment*.

OVERLAPPING CONTRACT PRODUCTS

Products available under the resulting 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.

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. Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services - Customer Services at (518) 474-6717.

EXTENSION OF USE

Any Contract resulting from this Solicitation 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.

ALTERNATIVE SOURCES

- Some Products within the Scope of this Award may also be available from one or more Preferred Sources. Authorized Users 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 a Contractor.
- Some Products available under the Contracts 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 form, function, and utility and to maintain a procurement record documenting the basis for their selection.

PRICE

- Price shall 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 ordering agency including inside delivery.
- Purchases under Lot 7 - *Safety Shoes (various)* may be made at 'brick and mortar' stores operated by the Contractor or a Reseller, or from a truck or 'shoe mobile' operated by the Contractor or by a Reseller, at no additional cost.
- The Percentage Discount offered to Authorized Users may, at the Contractor's option, be increased based on individual orders. Percentage Discounts may be greater, but in no instance may they be lower, than the Percentage Discount listed in the Contract Pricelist. All Contract List Prices and Net Prices shall be rounded to two decimals in the resultant Contract. Authorized Users are strongly encouraged to negotiate more attractive pricing based on volume purchases.
- New York State and local governments are exempt from FET/FAET and state and local sales taxes.

"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 (2) 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.

TRADE-IN ITEMS

Authorized Users, as defined in Section 1.10 *Definitions*, qualified to purchase firearms may exchange (or trade-in) used firearms to a Contractor on this contract in exchange for credit towards a new purchase. It is acceptable for the Contractor to provide pricing for estimated trade-in Products in their quote for new purchases. However, estimates of trade-in items should not be subtracted from the NYS Net Pricing of the new items on quotes or Authorized User's Purchase Orders.

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 Attachment 12 - *Trade-In Itemization Form* to the Contractor within 30 days of invoice. Contractor must verify the accuracy of all information submitted by the Authorized User in the applicable Attachment 12 - *Trade-In Itemization Form*, including, but not limited to, serial numbers of each item prior to issuing a credit. See Solicitation Section 6.15 - *Credit for Trade-In Items*.

All items submitted to the Contractor for trade-in shall be "as-is" and OGS and Authorized User(s) make no representations as to the condition of the items. OGS and Authorized User(s) further expressly disclaim all warranties including any warranties for fitness for particular purpose or merchantability of the Products. 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.

CREDIT FOR TRADE-IN ITEMS

The Authorized User Shall submit trade-in items along with the Attachment 12 - *Trade-In Itemization Form* to the Contractor within 30 days of invoice. Once the Contractor has verified the accuracy of the information contained in an

applicable Attachment 12 - *Trade-In Itemization Form*, the Contractor will submit credit memos or checks referencing the Purchase Order for the new Product Purchased as follows:

- A. State Agencies: The Contractor will access the SFS and use the appropriate SFS codes to link the credit to the Purchase Order (PO) for the new Product purchased. Please refer to Sec. XII.9.D of the New York State Guide to Financial Operations ("GFO"): <https://www.osc.ny.gov/state-agencies/gfo/chapter-xii/xii9d-refunds-owed-state>.
- B. Non-State Authorized Users: The Contractor will transmit to the Authorized User a credit or check along with supporting information required by the Authorized User.

NEW ACCOUNTS

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 shall not be required to provide credit references.

INSTRUCTION MANUALS

At the time of delivery, Contractor shall provide a complete instruction manual for the Product and for each component supplied, as applicable, to the Authorized User.

MANUFACTURER'S INSTRUCTIONS FOR ARMORERS

Awarded Contractor(s) 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.

PRODUCT INSPECTION AND ACCEPTANCE PERIOD

Appendix B *Product Acceptance* is hereby deemed deleted in its entirety for the purpose of this Solicitation and any resulting Contract, and is replaced with 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 the acceptance period by the Authorized User. Mere acknowledgment by Authorized User personnel of the delivery or receipt of Products (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 acceptance 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.

DISCREPANCIES

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

PERFORMANCE

- Worked with a great vendor on one of our centralized contracts? Had an issue? We would love to hear your feedback, please tell us by writing a review on: [OGS Vendor Feedback System](#).
- Authorized Users should notify OGS Procurement Services promptly if the Contractor fails to meet the requirements of the Contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to the Contract Manager listed on the Contract Award Notification:
Office of General Services – Procurement Services – Security Team
ogs.sm.sst_safety_security@ogs.ny.gov