NEW YORK STATE | Office of General Services
Procurement Services

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Contract Award Notification

Title	:	**Group 35200 - Firearms, Ammunition, and Less Lethal Products (Statewide)** **Classification Code(s): 46 and 53**
Award Number	:	**23392 (Replaces Award 23155)**
Contract Period	:	**April 14, 2026 – April 13, 2031**
Bid Opening Date	:	**December 4, 2025**
Date of Issue	:	**April 21, 2026 (Updated October 29, 2026)**
Specification Reference	:	**As Incorporated in the Invitation for Bids**
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 23392 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 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

This Award contains MWBE goals of 0%.

See individual contract items to determine actual awardees.

CONTRACT	CONTRACTOR	FEDERAL ID #	NYS VENDOR ID #
PC70923 SB	AmChar Wholesale, Inc	16-1374334	1000008113
PC70940 SB	Applied Tactical Technologies, Inc.	11-3262250	1000034176
PC70924	Atlantic Tactical, Inc.	23-2082171	1100007949
PC70927	Escarpment Arms, Inc	83-4210687	1100271863
PC70928	Federal Eastern International, LLC*	27-1774570	1100160073
* Federal Eastern International, LLC is a disregarded entity of Osprey Federal, LLC (Parent/Owner). Osprey Federal, LLC's Employer Identification Number is 82-0940961. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Federal Eastern International, LLC is the entity who holds Contract PC70928 and is fully responsible for the performance of duties under Contract PC70928.			
PC70929	FN America, LLC*	20-2006285	1100347411
* FN America, LLC is a disregarded entity of FN America, Inc. (Parent/Owner). FN America, Inc.'s Employer Identification Number is 20-1587152. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. FN America, LLC is the entity who holds Contract PC70929 and is fully responsible for the performance of duties under Contract PC70929.			
PC70931	Jurek Brothers, Inc.	04-2039721	1000005238
PC70933	Lawmen Supply Company of New Jersey	22-2497167	1000057423
PC70935	Safariland, LLC	59-2044869	1000009562
PC70936	Security Equipment Corporation dba SABRE	43-1080928	1000009342
PC70937	The Activity Group, INC	47-4132335	1100247733
PC70938	THOMAS J. MORRIS III dba EAGLE POINT GUN/TJ MORRIS & SONS	80-0502006	1100276689
PC70939	Ultimate Training Munitions, Inc.	38-3719338	1100150934

See individual contract items to determine actual awardees.
Cash discount, if shown, should be given special attention.

For complete contractor information, please refer to the contractor information link on the contract summary page for this award.

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.

RECYCLED, REMANUFACTURED, AND ENERGY EFFICIENT PRODUCTS
Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

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).

OVERVIEW
This Award is issued by the New York State ("NYS") Office of General Services ("OGS"), Procurement Services for Firearms, Ammunition, and Less-Lethal Products (Statewide) as specified herein for all Authorized Users eligible to make purchases under the Contracts resulting from this Award.

The purpose of this Award and the resultant Contracts 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 Award Section 1.2 *Scope*.

SCOPE
A. The Products included in this Award are divided into the following 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

B. Exclusions:
The following are considered out of Scope for this contract:
- Body cameras, related accessories, and related connectivity are **excluded generally** from the scope of this Award.

- Protective gear is **excluded generally** from the scope of this Award.

C. The scope of each Lot within this Award and the resultant Contracts, is set forth below:

- Lot 1 – FIREARMS AND 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).

- Lot 2 – LIVE AMMUNITION
  This Lot is for the acquisition of live ammunition, including, but not limited to, cartridges or shells that are fully functional and ready to be fired from a firearm containing a bullet, gunpowder, and a primer.

- 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.

- Lot 4 – RESTRAINTS
  This Lot is for the acquisition of physical restraints including, but not limited to, handcuffs, leg irons, and waist/belt chains.

- Lot 5 – BATONS AND 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 baton holders.
  Exclusion(s): Baton holders with body camera technology.

- Lot 6 – HOLSTERS, DUTY BELTS AND RELATED HOLDERS
  This Lot is for the acquisition of holsters and duty belts. This Lot includes, but is not limited to, 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.

- Lot 7 – TRAINING AIDS AND ACCESSORIES
  This Lot is for the acquisition of training aids including, but not limited to, practice weapons (e.g. firearm, taser, and OC spray replicas) and practice ammunition (e.g. blank, man/non marking, inert rounds, and dummy rounds).

- Lot 8 – LESS-LETHAL GASES AND 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, but is not limited to, 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.

- Lot 9 – FIREARM OPTICS AND 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 shall be defined in accordance with Appendix B *Definitions*, or as below.

"Authorized User" shall refer 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.

"Bulkload State Agency" shall refer 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.

"**Business Day(s)**" shall refer to Monday through Friday from 8:00 AM – 5:00 PM ET, excluding NYS Holidays and federal holidays.

"Dealers" shall refer 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" shall refer 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" shall refer to the federal Firearms and Ammunition Exercise Tax.

"F.O.B" shall refer to the acronym for Free on Board.

"List Price/MSRP" shall refer 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.

"Lot" shall refer to the designation of the nine (9) categories of Products within scope of this Award.

"Manufacturer" shall refer to any individual, trust, estate, partnership, association, company, or corporation who produces a taxable article from scrap, salvage, or junk material, or from new or raw material, by processing, manipulating, or changing the form of an article or by combining or assembling two or more articles. The term also includes a "producer" and an "importer."

"Manufacturer's Nationally Published Price List" shall refer 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.

"MWBE" shall refer to a business certified with NYS Empire State Development ("ESD") as a Minority- and/or Women-owned Business Enterprise.

"Non-State Authorized User" shall refer to any Authorized User defined in Appendix *B Definitions* except for a New York State Agency.

"**NYS Holidays**" shall refer 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; Dr. Martin Luther King, Jr. Day; Washington's Birthday (observed); Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; and Christmas Day.

"NYS Net Pricing" shall refer to the quantifiable not-to-exceed price for all Products offered, computed by multiplying the List Price/MSRP by the Percentage Discount.

"**NYS Vendor ID**" shall refer to 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" shall refer to State agencies that input financial information data directly into SFS.

"Percentage Discount" shall refer to an allowance, reduction, or deduction from the List Price/MSRP, expressed as a percentage rounded to two decimal points e.g. 10.25%, that is used in the calculation of the NYS Net Pricing.
"**Preferred Source Products**" shall refer to those Products that have been approved in accordance with New York State Finance Law § 162.

"**Preferred Source Program**" shall refer 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 State Agencies, political subdivisions and public benefit corporations (including most public authorities).

"**Procurement Services**" shall refer to a business unit of OGS, formerly known as New York State Procurement ("NYSPro") and Procurement Services Group ("PSG").
"Product Line" shall refer to a group of similar or related Products manufactured by a single Manufacturer and identified by a particular name or single brand.

"**SDVOB**" shall refer to a NYS-certified Service-Disabled Veteran-Owned Business.

"SFS" shall refer to an acronym for Statewide Financial System.

CONFLICT OF TERMS
Conflicts among the documents shall be resolved in the following order of precedence:

1. Appendix A – *Standard Clauses for New York State Contracts* (June 2023);
2. Appendix C – *Federal Funding Agency Mandatory Terms and Conditions* (October 2023);
3. The Invitation for Bids (Revised 8/18/25);
4. Appendix B – *General Specifications* (April 2016);
5. All other appendices and attachments to the Solicitation.

SPECIFICATIONS
All Product(s) offered must meet all standards applicable to the Product's intended use in addition to the following requirements:

1. All Products offered must be new, not remanufactured, not seconds, and not surplus.

2. All Products offered under Lot 2 – Live Ammunition must not exceed the maximum chamber pressure levels established by the Sporting Arms and Ammunition Manufacturers Institute (SAAMI) and must meet all other applicable SAAMI standards. The following link is to the federal SAAMI standards: https://saami.org/technical-information/ansi-saami-standards/

3. For Products offered under Lot 4 – Restraints, the standard handcuffs and leg irons must be constructed of stainless steel and must be provided with a minimum of two keys.

4. For Products offered under Lot 8 – Less-Lethal Gases and Grenades, the gases must meet the current federal standards set by the National Institute of Justice (NIJ): NIJ Standard 0110.00 for Hand-Held Aerosol Tear Gas Weapons; NIJ Standard 0111.00 for Barrier-Penetrating Tear Gas Munitions. The following link is to the NIJ Standards: https://www.nij.gov/topics/technology/standards-testing/Pages/active.aspx

PROCUREMENT INSTRUCTIONS FOR AUTHORIZED USERS

The following procurement instructions for Authorized Users are published on the OGS website as a stand-alone document separate from the Contract. OGS reserves the right to change the instructions in the stand-alone document, once published, in non-material and substantive ways without seeking a Contract amendment.

A. Each Contractor's approved Attachment 1 – *Pricing* (Revised 11/19/2025) and Attachment 13 – *Contractor/Dealer/Distributor Information* are posted on the OGS website so that Authorized Users can find Contract pricing information, Contractor information, Dealer and Distributor contact 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 within this Award are 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 <u>required</u> 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 <u>are strongly encouraged</u> 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 Authorized 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*.

H. The NYS sales tax exemption registration #14740026K does not apply to the federal Firearms and Ammunition Exercise Tax (FET/FAET). Sales to State or local governments are exempt under the FET/FAET if the Manufacturer, importer or producer sells the article directly to the State or local governments for their exclusive use (26 U.S.C. CHAPTER 32; 27 CFR 53.135 https://www.ttb.gov/regulated-commodities/firearms/reference-guide).

Sales to State or local governments and Non-Profit Educational Organizations are not exempt if the articles are resold, this includes the resale to employees (such as pistols or revolvers that are resold by a police department to its police officers).

The evidence required in support of a FET/FAET tax-free sale to State or local governments under Internal Revenue Code Chapter 32, §4221 (a)(4); 27 CFR 53.135 must consist of ONE (1) of the following:
EITHER
A. Register with the U.S. Department of the Treasury, Alcohol & Tobacco Tax and Trade Bureau (TTB) to obtain a Certificate of Registry for the FET/FAET tax exemption; OR
B. Sign an Exemption Certificate (TTB F 5600.35) for every order; OR
C. Sign an Exemption Certificate (TTB F 5600.35) for a specific date range (not to exceed 12 calendar quarters) to cover all orders within that specific date range

The Exemption Certificate referenced in B and C is located on the TTB website: https://www.ttb.gov/forms/5000.shtml.
The signed Exemption Certificate must be signed in original ("wet") ink.

CONTRACT TERM AND EXTENSIONS
The Contract term shall end five (5) years from the date of OSC approval.

All OGS Centralized Contracts within this Award have a co-terminus end date, including those Contracts awarded during any subsequent periodic recruitment. At the State's option, the Contract may be extended for three (3) years, in increments as deemed to be in the best interest of the State. 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 the approval of OSC and any additional applicable statutory and policy requirements. Any extensions provided under this section shall apply in addition to any rights set forth in Appendix B *Contract Term – Extension*.

The Contract term provided for in this section 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 (6) -month period the definition of Authorized User shall 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 shall be upon the
then-existing terms and conditions; provided, 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 shall apply in addition to any rights set forth in Appendix B *Contract Term – Extension*. In the event that OGS determines that a short term extension is in the best interests of the State, (e.g., a replacement Contract has not been issued, or an extended period is needed for Authorized Users to transition to another procurement method), any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to thirty

(30) calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any previously approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to ninety (90) calendar days in lieu of thirty (30) calendar days. However, unless otherwise noted in the extension notification or agreement, this extension automatically terminates should a replacement Contract be issued in the interim.

PRICE

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

A. Pricing

The Contractor's pricing is published to the OGS website. All List Price/MSRP, Percentage Discounts, and NYS Net Pricing are rounded to two. Pricing submitted with the Bid 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.

Contractors may not decrease their Awarded Percentage Discount(s) on the centralized Contract ("Awarded Percentage Discount") 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, however, be increased by the Contractor at any time during the Contract term.

It is the Contractor's option to increase the Percentage Discount offered to Authorized Users based on individual orders. Such discounts may be greater, but in no instance may they be lower than, the Awarded Percentage Discount.

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, in accordance with Appendix B Pricing. 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 (including shipping charges and handling 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 Invitation for Bids Section 6.34, *Extension of Use*); and

D. Taxes

New York State and local governments are exempt from FET/FAET and state and local sales taxes. Sales by a manufacturer directly to New York State and local governments for the exclusive use of the State or local government are exempt from FET/FAET.

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.

PRODUCT INSPECTION AND ACCEPTANCE PERIOD

Appendix B *Product Acceptance* is hereby deemed deleted in its entirety for the purpose of this Award 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.

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, if the Contractor accepts trade-ins, 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 Award 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.

ORDERING
Purchase Orders shall be made in accordance with the terms set forth in Appendix B *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.
All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor’s receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

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.

INVOICING AND PAYMENT

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B *Contract Invoicing*.
The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. 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. 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
- 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 shall 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.

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.

PRODUCT DELIVERY
Delivery of all Contract Products shall be made in accordance with Appendix B *Product Delivery* and *Shipping/Receipt of Product*.

The Contractor will be required to deliver Products any point in New York State, at the location and time designated by the Authorized User on the Purchase Order, or by other mutual agreement. In addition, delivery Sites may be expanded (see Section 6.34 *Extension of Use*). 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 entity and, if applicable, from OGS Procurement Services.

Shipping Dates and Delivery Time:
1. All correspondence on shipping dates and delivery time will be directed to the Authorized User's designated 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.

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 (2) 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 date. 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

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, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within ten (10) business days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only 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 net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

A. 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 other Contractor errors otherwise not specified herein, will be handled as follows:

1. Upon receipt of Product, Authorized Users must inspect all Products (see Award Section 6.9 *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 for contacting the Contractor and informing 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.

B. 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.

C. 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 thirty (30) days of receipt. Product(s) should be in resalable condition (original container, unused).

Contractor can only charge a restocking fee for Products 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.

SURPLUS/TAKE-BACK/RECYCLING

The Contractor is encouraged to offer Product and packaging takeback and recycling services for its Products. Takeback services may include those offered by the manufacturer or the Contractor. When offered, the Contractor should provide

the OGS Contract Manager with, at a minimum, a list of accepted packaging materials, estimated pricing (if applicable), and contact information for the service.

A. A State Agency is reminded of its obligation to comply with the NY State Finance Law § 167 *Transfer and Disposal of Personal Property*, and § 168 *The Management of Surplus Computer Equipment*, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.

B. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws.

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.

"OGS OR LESS" GUIDELINES
Purchases of the Products included in the Award 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.

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 (https://ogs.ny.gov/procurement/nys-laws-extending-use-state-centralized-contracts). 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.

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.

CENTRALIZED CONTRACT MODIFICATIONS
A. OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the parties. Modifications may take the form of an update or an amendment. "Updates" are changes that do not require a change to the established Centralized Contract terms and conditions. A

request to add new Products at the same or better price level is an example of an update. “Amendments” are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.

B. Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new Products, make price level revisions, delete Products, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.

C. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.

D. All modifications proposed by Contractor shall be processed in accordance with Appendix D – *Contract Modification Procedure.* The Contractor shall submit all requests in the form and format contained in Appendix D – *Contract Modification Procedure*. The form contained within Appendix D is subject to change at the sole discretion of OGS.
E. Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B *Modification of Contract Terms*.

TRAFFIC INFRACTIONS
Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's or Dealer's or Distributor'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 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.

PURCHASING 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 shall 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.

NEW YORK STATE | Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

State of New York
Office of General Services
PROCUREMENT SERVICES
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 photocopy this form & return via e-mail to:

NYS Office of General Services
Procurement Services
OGS.sm.SSTSafetySecurity@ogs.ny.gov

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