



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

March 1, 2014

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ROXANN M. PARKER, CPPB
STATE CONTRACT PROCUREMENT OFFICER II

SUBJECT: **AWARD NOTICE – Addendum #1 effective March 25, 2014**
CONTRACT NO. GSS14043-AMMUNITION
AMMUNITION AND TARGETS

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KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a one (1) year period from March 1, 2014 through February 28, 2015. Each contract may be renewed for three (3) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS

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<p style="text-align: center;"><u>AMMUNITION</u></p> <p>GSS14043-AMMUNITIONV01</p> <p>Atlantic Tactical Inc. 763 Corporate Circle New Cumberland, PA 17070 Contact: Jill Skethway Phone: 800-781-2677 Fax: 717-774-4463 customerservice@atlantictactical.com FSF#: 0000088319</p>	<p style="text-align: center;"><u>AMMUNITION & TARGETS</u></p> <p>GSS14043-AMMUNITIONV02</p> <p>Firing Line, Inc. 1532 So. Front St. Philadelphia, PA 19147 Contact: Gregory Isabella Phone: 215-336-1710 Fax: 215-336-7017 lesales@firinglineinc.com FSF#: 0000018175</p>
<p style="text-align: center;"><u>AMMUNITION</u></p> <p>GSS14043-AMMUNITIONV03</p> <p>Lawmen Supply Co. of New Jersey, Inc. 7115 Airport Highway Pennsauken, NJ 08109 Contact: Brian Byrne Phone: 302-697-8740 Fax: 302-697-8415 Brian.byrne@lawmensupply.com FSF# 0000014933</p>	<p style="text-align: center;"><u>AMMUNITION</u></p> <p>GSS14043-AMMUNITIONV04</p> <p>Lawmen's & Shooters' Supply, Inc. 7750 9th Street SW Vero Beach, FL 32968 Contact: Gail Walker-Keen Phone: 772-569-8700 Fax: 772-569-2955 bids@lawmens.net FSF#0000202675</p>
<p style="text-align: center;"><u>AMMUNITION</u></p> <p>GSS14043-AMMUNITIONV05</p> <p>Geo.Petronis Enterprises, Inc. T/A The Gun Shop 60 Main St. #D Vincentown, NJ 08088</p>	

Contact: Beth Haluszka Phone: 609-859-1997 Fax: 609-859-3099 info@policeammo.com FSF#0000013156	
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4. SHIPPING TERMS

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F.O.B. destination; freight pre-paid by vendor to agency specified location

5. DELIVERY AND PICKUP

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Each vendor's delivery terms are included on the Award Notice Pricing Sheet

6. PRICING

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Prices will remain firm for the term of the contract year.
Pricing can be found on the Award Notice Pricing Sheet.

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. FEDERAL EXCISE TAX

The State of Delaware is exempt from Federal Excise Tax for purchases of ammunition for direct government use. However, any ammunition purchased for resale is subject to (FET) Federal Excise Tax (11%) on those purchases made for resale.

11. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

12. REQUIREMENTS

This contract covers the Ammunition and Targets requirements for all state agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

13. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

14. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

15. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

16. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

17. PRODUCT GUARANTEES

The contractor guarantees that the ammunition offered is standard, new factory fresh product. Service ammunition to be manufactured by the following manufacturers: Black Hills (.223 only), Hornady, Speer, Remington, Federal and Winchester only. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year when stored under conditions recommended by the manufacturer. If during this period, faults develop, the entire lot bearing manufacturer's production code designation shall be replaced without cost to the ordering agency including return of defective lots.

18. PRODUCT INFORMATION

When requested by any agency, each contractor, within a designated time frame, and at no cost to the state shall provide independent test results to substantiate function, velocity, pressure testing, and uniformity.

19. S.A.A.M.I. RECOMMENDATIONS

All ammunition must meet Sporting Arms and Ammunition Manufacturers' Institute (SAAMI) specifications.

20. TESTING

The state reserves the right to test product during the course of the contract period to verify conformance to contract specifications. In the event it is determined that a lot of ammunition does not conform to specifications, the entire lot bearing the manufacturers production code shall be replaced free of charge without any additional cost to the ordering agency. Problems or questions regarding product quality should be directed to:

Lt. Doug Deveney
Delaware State Police
Firearms Training Unit
391 Clark Farm Rd
Smyrna, DE 19977
Office: 302-659-6020
Cell: 302-222-7951
Fax: 302-659-6019

Testing Criteria: Ammunition submitted for evaluation in conjunction with a proposal for the Government Support Service, shall be tested to meet the following criteria. All tests will be performed by a team appointed by the Superintendent of Delaware State Police whose decision regarding award of the contract shall be final. The following testing criteria was established and followed to evaluate proposals.

Leading: If leading appears to be sufficient to impede the operation of the weapon, the lots shall be rejected.

TESTING (continued)

Powders: All powders used shall be of a smokeless variety. The powder shall be stable and free from contamination. Surplus or salvaged powder will not be accepted. Weapon examination will consist of barrel, cylinder and slide to check for excess powder. If powder fouling appears to be sufficient to impede the operation of the weapon, the lots shall be rejected.

Smoking: Test firing of rounds will be conducted to determine smoking levels.

Bullet Configurations: Bullets will be examined and measured for size and fit.

Casings: Casings shall be constructed of brass or nickel. Casings will be examined for defects and wear, both before and after firing.

Primers: All primers must be non-corrosive and non-mercuric. Improperly positioned or missing primers are of concern and will be considered defective.

Shotgun Ammunition: Unless otherwise specified the hull shall be one piece plastic with high brass base. Testing for uniformity of spread, tightness of pattern plus other listed applicable tests and examinations will be used where appropriate to determine quality.

21. PACKING REQUIREMENTS

All ammunition with the exception of shot gun ammunition shall be packaged in tray-type boxes and /or bulk as indicated in the specifications. The interior tray shall either be provided with individual partition for the cartridges or shall be of sufficient caliber to hold the cartridges in a vertical position during shipment and handling. Shotgun shells shall be packaged in boxes of twenty-five shells except where otherwise specified. The Department of Transportation regulations shall be adhered to, pertaining to the shipment of ammunition, whether shipped bulk or otherwise. The manufacturer's production code designation (lot numbers) and the loaders code designation shall be clearly stamped on the individual boxes and shipping carton.

22. LIABILITY

The contractor will assume liability for an injury (including death) to any person or damage to property if it is proven that the ammunition was used properly according to standard operation procedures. If the injury is a result of material manufacturing defects, or labeling/packaging the liability shall be the vendors.

Contractor agrees to indemnify, defend and hold harmless the State of Delaware and its agents, officers and employees from all claims and suits including court costs, attorney fees, and other expenses, caused by an act or omission of the contractor and/or its subcontractors, if any.

23. INSPECTION

Upon delivery, the material will be inspected, and if found to be defective or it fails in any way to meet the specifications as indicated in their proposal, the item(s) may be rejected. All rejected material or shortages must be replaced by the contractor within five (5) working days.

24. MINIMUM ORDERS for F.O.B. Destination, freight prepaid to ordering agency will be follows:

1. Reloaded ammunition, 3 cases; may be any caliber listed on contract in case lot quantities, i.e. "mixed or matched".
2. New ammunition, 1 case, may be any type (rifle, pistol or shotgun) listed on contract in case lot quantities, i.e. "mixed or matched".
3. "Pick-ups" at contractor's place of business shall not be subject to minimum order quantity or to any service charges.

25. RETURN OF BRASS

Contractors shall be responsible for paying shipping charges to and from the ordering agency via common carrier (code 55, scrap brass). Contractor shall be responsible for providing shipping instructions to the users.

26. DEFECTIVE CARTRIDGES

The Manufacturer shall institute quality control and quality assurance procedures to prohibit the production and sale of "squib loads" and "hot loads". A squib load is any cartridge that is loaded with greatly reduced powder or without any powder. A "hot load" is any cartridge that is loaded with excessive powder or the wrong type of high energy powder. The Manufacturer and Contractor shall be solely liable for any damages and/or injury caused to property and/or persons by squib loads and by hot loads. Any ammunition lots that are found to contain squib loads and/or hot loads shall be subject to rejection by the user and shall be immediately replaced with equal ammunition complying with contract specifications. The Contractor shall be responsible for all transportation costs for the rejected ammunition and for the replacement ammunition.

27. PACKAGING

Unless specifically listed the Award Notice Pricing Sheet, all packaging should be in packs of 50, not bulk.

28. SPECIFICATIONS FOR NEW AMMUNITION

A. Ammunition shall be recently manufactured.

B. Ammunition shall fully comply with the various standards pertaining to safety, manufacturing tolerance, pressure level, velocity and energy as jointly established by the American National Standards Institute (ANSI) and the Sporting Arms Ammunition Manufacturers Institute (SAAMI). **Pressure testing is included as part of SAAMI specifications and all ammunition on this contract must meet specifications.**

C. Ammunition shall contain non-corrosive lead styphnate type primers and shall be non-mercuric and non-chlorate.

Ammunition shall have boxer type primers so cases may be reloaded.

Pistol type primers shall only be used in pistol cartridges.

Primers shall be the correct type (i.e. standard or magnum) for the particular cartridge.

Powders shall be non-corrosive nitrocellulose single, double or multibase types, canister grade.

SPECIFICATIONS FOR NEW AMMUNITION (continued)

D. Fast burning (pistol) powders shall only be loaded in pistol cartridges and shot shells. Powder charges shall be the correct type and amount and shall be uniform in weight. Powder shall be the correct volume to properly occupy case and provide uniform ignition and burning. Powder shall not be excessively compressed by bullet or be of insufficient volume to cause erratic performance. Reclaimed, old or surplus powder and primers shall not be used. Powder shall burn cleanly with a minimum of residue, smoke and muzzle flash.

E. Pistol cartridges shall have high quality brass cases. Aluminum or steel shall not be used. Brass shall comply with the Copper Development Association (CA) specification for Copper Alloy No. 220 or other approved equivalent CA type.

F. Primers shall be properly seated so primer cup is touching base of primer pocket. Primer shall not move either forward when struck by firing pin or back out upon ignition. Primers shall also be seated to allow approximately 0.005" clearance between face of cartridge head and face of primer. All primers shall give an instantaneous and highly uniform ignition.

G. Lead pistol bullets shall be machine swaged and lubricated or machine cast, sized and lubricated. Jacketed pistol bullets shall have a lead core with a jacket of CDA copper alloy No. 220, aluminum alloy or other approved equivalent alloy.

H. Bullet Jacket material shall completely cover bullet base, heel, shank and ogive. Bullet meplat shall only be jacketed on full metal jacket type.

I. Bullets shall be new. Military surplus, production "seconds" or "pulled bullets" shall not be used. Cupronickel alloy jackets shall not be used on any type cartridge/bullet combination due to bore fouling.

J. The weight for each type of bullets shall not vary by more than + or -1%. The diameter of the jacketed pistol bullets shall not vary by more than + or - 0.0004". All bullets shall be made from a high quality straight lead.

K. Jacketed bullets shall have a cannelure and all bullets shall be seated the proper depth to provide the correct overall length of the loaded cartridge. Bullet shall be in correct and accurate alignment with the case and shall be securely held by the caseneck. The mouth of the caseneck shall be in proper alignment with the cannelure.

L. Cartridges that headspace on the shoulder or rim shall retain bullet with a taper crimp and a roll crimp on the bullet cannelure. Cartridges that headspace on the case mouth shall retain bullet with a taper crimp.

M. New ammunition shall be permanently and clearly stamped with the caliber and manufacturer's name or trademark on the face of the cartridge case head. New centerfire pistol ammunition shall have a primer sealer to prevent the entrance of moisture. Ammunition shall have appropriate shelf life that meets the non-toxic requirement for ammo type.

SPECIFICATIONS FOR NEW AMMUNITION (continued)

- N.** The brass shall have been processed through automated inspection equipment which inspects for cracked or defective brass.
- O.** The brass shall have been roll sized to insure the dimensions of the brass near the rim area
- P.** Ammunition must comply with S.A.A.M.I. specification for non+P 9mm ammunition including outside dimensions and pressure.
- Q.** The ammunition shall be clean and free of any lubricant or loading residue.
- R.** Ammunition must be loaded on automated equipment which utilizes a failsafe powder check mechanism to insure no over or under charges.
- S.** After being produced, all ammunition must be inspected utilizing gauges that simulate chamber dimensions in order to assure correct outside dimensions.
All ammunition must be visually inspected for flaws that would not be detected through the gauging process.