STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

MARCH 1, 2017

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

FROM: STEVEN CHILLAS
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4549

SUBJECT: **AWARD NOTICE – Addendum #1 –Effective September 1, 2018**
**CONTRACT NO. GSS17707-TACTICAL**
**Law Enforcement and Homeland Security Equipment and Supplies**

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

## 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 (3) year period from March 1, 2017 through February 29, 2020. Each contract may be renewed for two (2) 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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| | |
|---|---|
| Atlantic Tactical Inc.<br>763 Corporate Circle<br>New Cumberland, PA 17070<br>Contact: Thomas Caruso<br>Phone: 800-781-2677 x 1142<br>Fax: 717-774-4463<br>tcaruso@atlantictactical.com<br>FSF#: 0000088319<br>GSS17707-TACTICALV01 | Firing Line, Inc.<br>1532 So. Front St.<br>Philadelphia, PA 19147<br>Contact: Gregory Isabella<br>Phone: 215-336-1710<br>Fax: 215-336-7017<br>lesales@firinglineinc.com<br>FSF#: 0000018175<br>GSS17707-TACTICALV04 |
| Lawmen Supply Co. of New Jersey, Inc.<br>1484 E. Lebanon Rd.<br>Dover, DE 19901<br>Contact: Jay Weston<br>Phone: 302-697-8740<br>Fax: 302-697-8415<br>Jay.weston@lawmensupply.com<br>FSF# 0000014933<br>GSS17707-TACTICALV02 | Arrow Safety Device Company<br>123 Dixon Street<br>Selbyville, DE 19975<br>Contact: David Speier<br>Phone: 302-856-1549<br>Fax:<br>dspeier@arrowsouthpenn.com<br>FSF#0000086410<br>GSS17707-TACTICALV05 |
| SIG Sauer<br>72 Pease Boulevard<br>Newington, NH 03801<br>Contact: Joe Sutkus<br>Phone: 603-610-3830<br>Fax: NA<br>joe.sutkus@sigsauer.com<br>FSF# 0000000404<br>GSS17707TACTICALV03 | |

## 4. SHIPPING TERMS

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For F.O.B. destination; freight pre-paid.

## 5. DELIVERY AND PICKUP

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i) All deliveries are to be F.O.B. destination.
ii) Delivery time ARO will be 30 days (except for ammunition, firearms, and other highly specialized items). The Ordering Agency must be notified at least forty-eight hours in advance of shipment so that necessary arrangements can be made. The vendor must be able to make delivery to all parts of the state.
iii) Contractor deliveries for all items shall be made at such time and in such quantities as ordered and in strict accordance with the instructions from the Ordering Agency.
iv) Brand products delivered must be strictly in accordance with the brand names listed in the awarded contract.
v) PACKAGING & SHIPPING
   (1) Packaging shall be such as to protect the items adequately and to insure safe shipment.
   (2) Shipping cases shall be marked to show the name of the supplier, name and address of receiving agency and State purchase order number.
   (3) Each unit delivered is to be completely assembled, thoroughly serviced and ready for use when delivered to the Ordering Agency.

## 6. PRICING

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Prices will remain firm for the term of the contract year.
Pricing is found on Pricing Spreadsheet.

# 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. 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.

**11. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS17707-TACTICAL on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

**12. REQUIREMENTS**

This contract is issued to cover the firearms, handcuffs, batons, and holster requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, Municipality, Volunteer Fire Company, or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities identified by *Del. Code, Chapter 69, Title 29 §6910*.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

**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.

## SCOPE OF WORK

### 1. TECHNICAL SPECIFICATIONS

i) CATALOG/PRICE LIST FOR EQUIPMENT AND SUPPLIES

Categories and brand names are indicated on the price lines included on the Award Notice Pricing Spreadsheet.

IMPORTANT NOTE: No substitution of brand items is permitted under contracts awarded. Contractors will only supply category and brand items awarded to them. Failure to do so may result in contract termination and other recourse available to the Division under its statute and regulations.

ii) ADDITIONAL BRAND LINE

Contractors may offer additional brands (that equally fulfill the requirements of the specific category which the brand is being offered) not already listed on the pricing sheets.

Additional brand lines can be found at the end of each category of the price sheets.

iii) CATEGORIES OF EQUIPMENT AND SUPPLIES

**CATEGORY 1** – Firearms – Shotguns, Rifles, Handguns

Benelli
Beretta
Bushmaster
Colt
Glock
Heckler & Koch
Mossberg
Remington
Ruger
Sig Sauer
Smith & Wesson

**CATEGORY 2** – Firearms – Repair Parts

Benelli
Beretta
Bushmaster
Colt
Glock
Heckler & Koch
Mossberg
Remington
Ruger
Sig Sauer
Smith & Wesson

**CATEGORY 3** – Firearm Accessories

American Lockers
Benchmade (Knives)
Beretta
Big Sky Racks
Boston Leather
Boyt
Bushnell Accessories/Nylon/Leather Goods (to include all lines manufactured by Bushnell, i.e. Uncle Mikes, Hoppes, etc.)
Bushmaster
Colt
DeSantis (Holsters)
Don Hume (Holsters & Belts)
Eagle Industries (Holsters & Belts)
Firearms Training Systems (FATS)
Glock
Homak Security
Kleen Bore (Weapon Cleaning Supplies)
Leupold
Mossberg
Pachmayr Products
Remington
Safariland
Sig Sauer
Smith & Wesson
Speedwell Targets (Complete line of paper & cardboard)
Steiner (binoculars)
Surefire
Trijicon
Winchester

**CATEGORY 4** – Submachine Guns/Machine Guns

Bushmaster
Colt
Heckler & Koch
Ruger

**CATEGORY 5** – Submachine Guns/Machine Guns, Repair Parts/Accessories

Bushmaster
Colt
Heckler & Koch
Ruger

**CATEGORY 6** – Less Lethal Weapons

Pepper Ball
FNH
Karbon Arms
Taser International

**CATEGORY 7** – Leather/Nylon Goods

Blackhawk
Boston Leather
DeSantis (Holsters)
Don Hume (Holsters & Belts)
Gould & Goodrich
Safariland Nylok and Leather
The Badge Co.

**CATEGORY 8** – Riot Control Equipment

ASP Batons &Equipment
Baker Batshield
Bell Pro Police
Combined Tactical Systems (CTS)
Def-Tec Chem Agents
Def-Tec Chem Mace
Guardian Self Defense
Mace Security Int.
Monadnock Batons
Peerless Handcuffs & Leg Irons
Pro Guard (Shields)
Protech
Streamlight

**iv) CURRENT PRODUCTION ITEMS**

(1) Contractors must provide new, current production items.
(2) Contractors are cautioned that surplus, seconds, factory rejects, closeout or distressed items are not acceptable and, if furnished, will be rejected. The delivery of substandard items may result in cancellation of the contract in whole or in part.
(3) Contractors must guarantee that only the manufacturer's brands, as sold to the wholesale and retail trade, will be furnished. Failure to comply with this requirement of the contract will be cause for termination of the contract in whole or in part with the contractor responsible for any and all additional costs incurred by the Using Agencies as a result of such termination.
(4) To qualify for federal grant money, equipment must meet all Federal Office of Domestic preparedness guidelines.

**2. DELAWARE STATE POLICE FIREARM SPECIFICATIONS**

**i. HANDGUNS**

- SIG SAUER P320 PRO (9 MM) (FULL / FULL LDC / CARRY) (P320, 9MM, 4.7IN, PROFESSIONAL, BLK, STRIKER, X-RAY 3, MOD POLY X GRIP, (3) 17RD STEEL MAG, OPTIC READY, RAIL) DELAWARE STATE POLICE ENGRAVED

**ii. PATROL RIFLES**

- **SIG SAUER M400 PRO** (5.56 NATO) (SIGM400, 5.556 NATO, RIFLE, 16IN, PRO, BLK, SEMI, FOLD SIGHTS, TELE STOCK, AL MLOK HG, 1X GI 30RD MAG) DELAWARE STATE POLICE ENGRAVED INCLUDING SRD-556-12X28-F FLASH HIDER ASSEMBLY, 5.56, TAPERLOK, 1/2X28 FOR SRD556-QD SUPPRESSOR 1511024-R FLASH SUPPRESSOR, A2 TYPE SOR43021, ROMEO4T RED DOT SIGHT, BALLISTIC CIRCLE DOT, SOLAR, 0.5 MOA ADJ, SIDE BATTERY, HEX BOLT MOUNT AND SPACER
- **SIG SAUER 516 SBR** (5.56 NATO)( SIG516G2, 5.56 NATO, SBR, 11.5IN, CQB, BLK, SEMI, FOLD SIGHTS, TELE STOCK, AL HG, (1) 30RD AL MAG) DELAWARE STATE POLICE ENGRAVED INCLUDING SRD-556-12X28-F FLASH HIDER ASSEMBLY, 5.56, TAPERLOK, 1/2X28 FOR SRD556-QD SUPPRESSOR 1511024-R FLASH SUPPRESSOR, A2 TYPE SOR43021, ROMEO4T RED DOT SIGHT, BALLISTIC CIRCLE DOT, SOLAR, 0.5 MOA ADJ, SIDE BATTERY, HEX BOLT MOUNT AND SPACER
- **SIG SAUER MCX SBR** (5.56 NATO) (SIGMCX, 5.56 NATO, SBR, 11.5IN, BLK, SEMI, FOLD SIGHTS, TELE FOLD STOCK, AL MLOK HG, (1) 30RD MAG) DELAWARE STATE POLICE ENGRAVED INCLUDING SRD-556-12X28-F FLASH HIDER ASSEMBLY, 5.56, TAPERLOK, 1/2X28 FOR SRD556-QD SUPPRESSOR 1511024-R FLASH SUPPRESSOR, A2 TYPE SOR43021, ROMEO4T RED DOT SIGHT, BALLISTIC CIRCLE DOT, SOLAR, 0.5 MOA ADJ, SIDE BATTERY, HEX BOLT MOUNT AND SPACER

## 3. DELIVERY

vi) All deliveries are to be F.O.B. destination.

vii) Delivery time ARO will be 30 days (except for ammunition, firearms, and other highly specialized items). The Ordering Agency must be notified at least forty-eight hours in advance of shipment so that necessary arrangements can be made. The bidder must be able to make delivery to all parts of the state.

viii) Contractor deliveries for all items shall be made at such time and in such quantities as ordered and in strict accordance with the instructions from the Ordering Agency.

ix) Bids offering brand price lists not specified in the RFP will not be considered and will not be awarded. Brand products delivered must be strictly in accordance with the brand names listed in the awarded contract.

x) PACKAGING & SHIPPING
   (1) Packaging shall be such as to protect the items adequately and to insure safe shipment.
   (2) Shipping cases shall be marked to show the name of the supplier, name and address of receiving agency and State purchase order number.
   (3) Each unit delivered is to be completely assembled, thoroughly serviced and ready for use when delivered to the Ordering Agency.

## 4. SHOP REPAIR MANUALS

The contractor shall supply a complete shop repair manual, parts manual, service manual and operator's manual at the time of delivery on items requiring them. In addition, operational instructions are to be provided, if requested by the Ordering Agency.

## 5. WARRANTY

All units are to carry the standard manufacturer's warranty and/or guarantee. A copy of this warranty and/or guarantee is to accompany the unit when delivered. All repairs and replacement under the warranty are to be at no charge for parts, service and labor to the Ordering Agency.

During the warranty period, if the item supplied is not giving satisfactory performance or requires an excessive amount of remedial maintenance, defined as two or more recalls to fix one same problem, the contractor, after written notice by the Ordering Agency that such a situation exists, shall remove and replace the defective unit as per the original specification within ten (10) days of such notice at no cost to the Ordering Agency. Failure to comply may result in the unit being canceled and the item supplied by an alternate bidder with the differential in price being paid by the defaulting contractor.

All prices shall be net FOB destination to all Delaware State Agencies and local governments and be firm and not subject to increase during the period of the contract. Escalation clauses will not be accepted.

In the event of manufacturer's price decrease during the contract period, Ordering Agencies shall receive the full benefit of such price reduction on any subsequently placed purchase order. The Director, Government Support Services must be notified in writing of any price reduction within five (5) days of the effective date.

**6. FEDERAL EXCISE TAX**

The State is not subject to any Federal Excise Tax (FET).

**7. LICENSING REQUIREMENTS**

All bidders **MUST** be a manufacturer or manufacturer's dealer/distributor authorized to sell to Delaware law enforcement and must have a Federal Firearms License and a Delaware Firearms License. A copy of their authorization to sell in Delaware and copies of both the Federal and Delaware Firearms Licenses **shall** be attached to the bid.

**8. TRAINING**

In-state armorer training may be provided by the awarded Contractor at a time and location to be determined. All training and training materials shall be priced as a separate item in the cost proposal.

Armorer's training shall cover at a minimum the following topics: Nomenclature, functioning, field and detail stripping, armorer repairs, care and cleaning, trouble-shooting, preventive and corrective maintenance and identifying defects, abnormal wear and attributes requiring dealer/manufacturer repairs.

The instruction format shall include both a lecture and hands-on training. Armorer's training shall be conducted by factory certify personnel.

**9. National Institute of Justice (NIJ) STANDARDS**

Equipment must meet, where applicable, the following NIJ standards:

**Autoloading Pistols For Police Officers; NIJ Standard 0112.03**
**Barrier-Penetrating Tear Gas Munitions, NIJ Standard 0111.00**
**Hand-Held Aerosol Tear Gas Weapons, NIJ Standard 0110.00**
**Metallic Handcuffs, NIJ Standard 0307.01**

These standards may be revised from time to time. Additional standards may be developed by NIJ.

**10. PRICING ADJUSTMENTS**

This is a three year contract. However, prior to end of the first and second year of the contract, the contractor will be permitted to submit the manufacturer's latest most current price list (on a CD in a electronic machine readable, searchable Excel or PDF format) for use during the second year of the contract, subject to review and approval. **NO PAPER PRICE LIST, IMAGED OR SCANNED FILES WILL BE ACCEPTED**. However, any request received after the dates specified below will not be accepted. This price adjustment will also be permitted for one year extension requests.

**11. TRADE IN OF FIREARMS**

Contractor shall accept trade in toward a reduction in cost of new weapons to be purchased. Contractor shall insure that any Class 3 submachine/machine gun traded by Delaware law enforcement agencies are resold or consigned only to a Law Enforcement Agency or destroyed for parts. All other firearm classifications such as shotguns, rifles and handguns shall be taken in trade with credit provided to agency to offset the cost of purchase of new firearms. The trade weapons may be sold back to law enforcement and first responders, or will be sold wholesale to out-of-state dealers, all in compliance with State and Federal Firearms regulations.

**12. REPLACEMENT OF UNSATISFACTORY PRODUCT**

In the event the product supplied is, in the opinion of the State or any Ordering Agency, not giving satisfactory performance or requires an excessive amount of remedial maintenance, the contractor shall remove and replace the defective unit(s) as per the original specifications. This will be done within ten (10) days after receiving written notice from the State or Ordering Agency. There will be no cost to the State. Failure to comply may result in the said unit(s) being canceled from the contract and similar units obtained from another contract vendor with transportation and installation costs borne by the original contractor.

**13. ADDITION OF NEW ITEMS**

The contractor may add new products to a product line. To apply, the contractor must write to the State Contract Procurement Officer of record, stating that a new item is available along with supporting documentation. The contractor must also provide in its letter, the brand, model #, precise and clear description of the product and the price to the State. The State will not be able to approve any new products without all the above information.

**14. REPLACEMENT OF DISCONTINUED PRODUCTS**

The contractor may offer replacement products for any manufacturer discontinued item in its contract. All replacement products must be approved by the State.

The contractor must write to the buyer of record stating that an item has been discontinued by the manufacturer along with supporting documentation from that manufacturer that the item has been discontinued. The contractor must provide in its letter the model # of the new product being offered, detailed literature, along with the net price of that product. The State will not be able to approve a replacement of a discontinued item without all of the above information.

**15. PUBLIC RELATIONS CONSIDERATION**

Contractor shall not refer to sales to the State of Delaware for advertising or promotional purposes, including but not limited to posting any material or data on the internet without prior written approval of Director, Government Support Services.

## 16. PRICE SHEETS AND CATALOGS

Contractor shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users who request them. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or be obvious indications within the catalogs and price lists. Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request, the contractor shall assist authorized users in the use of catalogs and price lists.

## 17. OTHER CONTRACTS

In addition to a planned contract award for the procurement of Law Enforcement and Homeland Security Weapons, Equipment and Supplies, the State currently has the following contracts for similar related items:

- Ammunition and Targets: http://contracts.delaware.gov/contracts_detail.asp?i=4175
- Body Armor: http://contracts.delaware.gov/contracts_detail.asp?i=3950

At the time of this contract issuance, the referenced contracts noted above are active and intended for use by State Agencies and other authorized users. Additionally, this list is not intended to be exhaustive, since there may be active agency contracts in use at the time of this solicitation.

All contracts shall remain valid unless allowed to expire or are canceled by Government Support Services. Utilizing agencies should make every effort to select that contract vehicle most appropriate for their procurement.

## 18. ADDENDUM HISTORY

**1. Addendum #1 updates dealer catalogs and names Atlantic Tactical, Inc. as the authorized Law Enforcement distributor for SIG Sauer.**