

**City of Fayetteville Staff Review Form**

**2017-0334**

Legistar File ID

**7/18/2017**

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Greg Tabor

6/19/2017

Police /  
Police Department  
Division / Department

**Submitted By**

**Submitted Date**

**Action Recommendation:**

Authorization to utilize state contract SP-15-0032 through January 22, 2018 and as renewed under existing agreements by the State of Arkansas, for ammunition purchases from multiple manufacturers on an as needed basis for use by the Fayetteville Police Department. This is a term contract currently in the second of six possible renewals. The contract may be renewed on a year-to-year basis, for up to four (4) additional one (1) year terms or a portion thereof. In no event shall the total contract term be more than seven (7) years.

**Budget Impact:**

Account Number	Fund
Project Number	Project Title
Budgeted Item? <u>NA</u>	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance <span style="border: 1px solid black; padding: 2px;">\$ -</span>
Does item have a cost? <u>NA</u>	Item Cost
Budget Adjustment Attached? <u>NA</u>	Budget Adjustment
	Remaining Budget <span style="border: 1px solid black; padding: 2px;">\$ -</span>

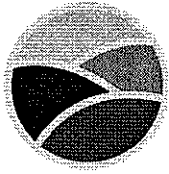
V20140710

Previous Ordinance or Resolution # \_\_\_\_\_


Original Contract Number: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Comments:



**MEETING OF JULY 06, 2017**

**TO:** Mayor and City Council  
**FROM:** Greg Tabor, Chief of Police   
**DATE:** June 16, 2017  
**SUBJECT:** Approval of utilization of state contract SP-15-0032

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**RECOMMENDATION:**

Authorization to utilize state contract SP-15-0032 through January 22, 2018 and as renewed under existing agreements by the State of Arkansas, for ammunition purchases from multiple manufacturers on an as needed basis for use by the Fayetteville Police Department. This is a term contract currently in the second of six possible renewals. The contract may be renewed on a year-to-year basis, for up to four (4) additional one (1) year terms or a portion thereof. In no event shall the total contract term be more than seven (7) years.

**BACKGROUND:**

The ammunition contracts were bid through the Department of Finance and Administration, Office of State Procurement and may be utilized by all state agencies and cooperative participants including cities, counties, schools (K-12), colleges and universities to carry out those inherent duties related to their jobs. Contract SP-15-0032 was awarded to multiple ammunition manufacturers. All purchases and invoices resulting from these contracts will be made through the authorized dealer. Prices quoted are per thousand round. Prices quoted do not include any federal excise taxes.

**DISCUSSION:**

The Fayetteville Police Department primarily purchases from the Gulf States Distributors, Inc. for ammunition purchases; therefore, details of that portion of the contract have been provided. Similar state contracts have been approved for use by City Council including the WEX Fuel Card, copier purchases, tires, information technology items, and furniture.

**BUDGET/STAFF IMPACT:**

All purchases associated with this state contract will be subject to budgeted funds within the approved 2017 operating budget. There is no staff impact related to this item.

**Attachments:**

State Contract SP-15-0032 Pricing for all manufacturers  
State Contract SP-15-0032 Contract Terms for Gulf States Distributors, Inc.



STATE OF ARKANSAS

Term Contract

Vendor No. 100145319  
Contact Tommy Trammell  
Your reference SP-15-0032

GULF STATES DISTRIBUTORS INC  
PO Box 241387  
MONTGOMERY AL 36117

Contract No. 4600033839  
Date 01/21/2015

Contact Timothy O'Brien  
Telephone 501-324-9320  
Fax 501-324-9311

Our ref. ST  
Incoterms FOB  
DESTINATION

Send Invoice To:  
as specified on PO

Ship To:  
GULF STATES DISTRIBUTORS INC  
6000 E SHIRLEY LN  
MONTGOMERY AL 36117

Valid from: 01/23/2015  
Valid to: 01/22/2018

Reference Tracking SP-15-0032

Commodity: Gulf State FEDERAL Ammunition

This is a term contract issued by the office of State Procurement. This is not authority to ship. A separate purchase order will be issued. This contract constitutes acceptance of your bid along with all terms and conditions therein and signifies the offerer's knowledge and acceptance of all terms and conditions set forth within the Invitation for Bid.

Type of Contract: Term

Contract Period: January 23, 2017 through January 22, 2018.

The contract will be a one (1) year term contract from the date of award. Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to four (4) additional one (1) year terms or a portion thereof. In no event shall the total contract term be more than seven (7) years.

Tommy Trammell  
Manager  
Gulf States Distributors Inc.  
6000 East Shirley Lane  
Montgomery Al, 36117  
800-223-7869  
334-279-9267 Fax

Contact Information:  
Tim O'Brien, Statewide Procurement Specialist  
(P) 501-324-9320(F) 501-324-9311  
Timothy.O'Brien@dfa.arkansas.gov

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Purchasing Official/Fiscal Officer

01/22/2015



# STATE OF ARKANSAS

## Term Contract

Vendor No. 100145319  
Contact Tommy Trammell  
Your reference SP-15-0032

Contract No. 4600033839  
Date 01/21/2015  
Our reference ST

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0001	10100063 AMMUNITION,.38SPECIAL,130GRAIN,TC,50/BOX	3,000.00	Lump Sum	1.00	\$ 3,000.00
0002	10100068 AMMUNITION,.9MM LUGER,124GRN,+P HP,25/BX	3,925.00	Lump Sum	1.00	\$ 3,925.00
0003	10100074 AMMUNITION,.40S&W,165GRAIN,HP,25/BOX	500.00	Lump Sum	1.00	\$ 500.00
0004	10126762 AMMUNITION, 40 S&W ,180GR ,HP	2,500.00	Lump Sum	1.00	\$ 2,500.00
0005	10100076 AMMUNITION,.45AUTO,230GRAIN,TC,50/BOX	2,625.00	Lump Sum	1.00	\$ 2,625.00
0006	10100077 AMMUNITION,.45AUTO,230GRAIN,HP,50/BOX	2,950.00	Lump Sum	1.00	\$ 2,950.00
0007	10124523 AMMUNITION,.223/5.56 ,55 GR BALLISTIC	2,500.00	Lump Sum	1.00	\$ 2,500.00
0008	10124524 AMMUNITION,.223/5.56 ,62 GR TCMC	500.00	Lump Sum	1.00	\$ 500.00
0009	10100081 AMMUNITION,.223/5.56,62GRAIN,HP,20/BOX	3,000.00	Lump Sum	1.00	\$ 3,000.00
0010	10100084 AMMUNITION,.308,168GRAIN,HP,20/BOX	3,275.00	Lump Sum	1.00	\$ 3,275.00
0011	10100085 AMMUNITION,SKEET,#9,12GAUGE,HL,PH,25/BOX	3,600.00	Lump Sum	1.00	\$ 3,600.00
0012	10100088 AMMUNITION,BUCKSHOT,12G,9P,00BUCK,2-3/4"	1,250.00	Lump Sum	1.00	\$ 1,250.00
0013	10100089 AMMUNITION,BUCKSHOT,12G,RR9P,2-3/4"	2,500.00	Lump Sum	1.00	\$ 2,500.00

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STATE OF ARKANSAS

Term Contract

Vendor No. 100145319
Contact Tommy Trammell
Your reference SP-15-0032

Contract No. 4600033839
Date 01/21/2015
Our reference ST

Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Rows include items 0014 through 0023, detailing various types of ammunition such as buckshot, slugs, and Luger rounds.

Estimated Net Value 53,425.00

Office of State Procurement
Paul Coulter
paul.coulter@dfa.arkansas.gov
(P) 501-683-0084
(F) 501-324-9311

TERM AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:
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## Term Contract

Vendor No. 100145319  
Contact Tommy Trammell  
Your reference SP-15-0032

Contract No. 4600033839  
Date 01/21/2015  
Our reference ST

2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. **DISCOUNTS:** All cash discounts offered will be taken if earned.
4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. **GUARANTY:** All items delivered are to be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.
10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**

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# STATE OF ARKANSAS

Page  
5/5

## Term Contract

Vendor No. 100145319  
Contact Tommy Trammell  
Your reference SP-15-0032

Contract No. 4600033839  
Date 01/21/2015  
Our reference ST

increase, if any, in cost and handling to the defaulting contractor.

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

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

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

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

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

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

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

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

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Term Contract

Vendor No. 100145319  
Contact Tommy Trammell  
Your reference SP-15-0032

GULF STATES DISTRIBUTORS INC  
PO Box 241387  
MONTGOMERY AL 36117

Contract No. 4600033834  
Date 01/20/2015

Contact Timothy O'Brien  
Telephone 501-324-9320  
Fax 501-324-9311

Our ref. ST  
Incoterms FOB  
DESTINATION

Send Invoice To:  
as specified on PO

Ship To:  
GULF STATES DISTRIBUTORS INC  
6000 E SHIRLEY LN  
MONTGOMERY AL 36117

Valid from: 01/23/2015  
Valid to: 01/22/2018

Reference Tracking SP-15-0032

Commodity: Gulf States SPEER Ammunition

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Type of Contract: Term

Contract Period: January 23, 2017 through January 22, 2018

This is the second of six possible renewals. Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to four (4) additional one (1) year terms or a portion thereof. In no event shall the total contract term be more than seven (7) years.

Vendor Contract Contact Information:

Tommy Trammell  
Manager  
Gulf States Distributors Inc.  
6000 East Shirley Lane  
Montgomery Al, 36117  
800-223-7869  
334-279-9267 Fax

OSP Contact Information:

Tim O'Brien, Statewide Procurement Specialist  
(P) 501-324-9320(F) 501-324-9311

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Purchasing Official/Fiscal Officer

01/22/2015





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Table with columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Contains 13 rows of ammunition specifications and pricing.

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Term Contract

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Table with 5 columns: Item, Material/Description, Target Qty, Unit Price, Amount. Rows include items 0014, 0015, 0016 and a total Estimated Net Value of 1,197,800.00.

OSP Contact Information:
Tim O'Brien, Statewide Procurement Specialist
(P) 501-324-9320(F) 501-324-9311
Timothy.O'Brien@dfa.arkansas.gov

TERM AWARD TERMS AND CONDITIONS

- 1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. GUARANTY: All items delivered are to be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation.

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## Term Contract

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

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

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

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

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

12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

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

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

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

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

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

18. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for

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# STATE OF ARKANSAS

Page  
5/5

## Term Contract

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

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

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

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