

City of Fayetteville Staff Review Form

2022-0934

Legistar File ID

11/1/2022

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


Jamie Fields - Deputy Chief of Police

9/29/2022

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the approval of a resolution authorizing utilization of state contract #4600050066 through January 23, 2023, 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 state contract renewable on a year-to-year basis until January 23, 2029.

Budget Impact:

1010.200.2940-5302.00	General
Account Number	Fund
N/A	N/A
Project Number	Project Title
Budgeted Item? <u>Yes</u>	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance \$ -
Does item have a cost? <u>No</u>	Item Cost \$ -
Budget Adjustment Attached? <u>No</u>	Budget Adjustment \$ -
	Remaining Budget \$ -

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____


Original Contract Number: _____

Comments:



MEETING OF NOVEMBER 1, 2022

TO: Mayor and City Council

FROM: Jamie Fields, Deputy Chief of Police 

DATE: September 29, 2022

SUBJECT: Approval of utilization of state contract for purchase of ammunition

RECOMMENDATION:

Staff recommends the approval of a resolution authorizing utilization of Arkansas State Contract #4600050066 through January 23, 2023, 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 state contract renewable on a year-to-year basis until January 23, 2029.

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 #4600050066 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 rounds. Prices quoted do not include any federal excise taxes.

DISCUSSION:

The Fayetteville Police Department primarily purchases from the Gulf States Distributors, Incorporated for ammunition purchases; therefore, details of that portion of the contract have been provided.

BUDGET/STAFF IMPACT:

All purchases associated with this state contract will be subject to budgeted funds with the approved 2023 operating budget. There is no staff impact related to this item.

Attachments:

Staff Review

Arkansas State Contract #4600050066 with Gulf States Distributors Incorporated pricing list.



STATE OF ARKANSAS

Term Contract

Vendor No. 100145319
Contact CONRAD NAFTEL
Your reference S-47

GULF STATES DISTRIBUTORS INC
PO Box 241387
MONTGOMERY AL 36124

Contract No. 4600050066
Date 01/11/2022

Contact Heather V. Bailey
Telephone 501-324-9320
Fax 501-324-9311

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:

As Specified on Purchase Order

Ship To:

GULF STATES DISTRIBUTORS INC
6000 E SHIRLEY LN
MONTGOMERY AL 36117

Valid from: 01/23/2022
Valid to: 01/22/2023

Target value 193,830,000.00 USD
Reference Tracking ARBuy Solicitation 47
Commodity: Federal, Remington, and Speer 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 offeror's knowledge and acceptance of all terms and conditions set forth within the Invitation for Bid.

Type of Contract: Term

CONTRACT PERIOD: The term of this contract shall be for a period of twelve (12) months beginning January 23, 2022 through January 22, 2023, with six (6) one-year options to renew.

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

Contact Information:
Heather Bailey
Statewide Procurement Specialist
Department of Transformation and Shared Services
Office of State Procurement
501 Woodlane St, Ste 220
Little Rock, AR 72201-1023

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

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

Amy Teague



STATE OF ARKANSAS

Term Contract

Vendor No. 100145319
Contact CONRAD NAFTEL
Your reference S-47

Contract No. 4600050066
Date 01/11/2022
Our reference ST

o. 501.324.9320 | f. 501.324.9311
heather.v.bailey@arkansas.gov

Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Contains 4 rows of ammunition items (0002, 0004, 0006, 0008) with detailed descriptions and pricing.

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Contract No. 4600050066
Date 01/11/2022
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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It lists three items (0010, 0012, 0014) with detailed specifications for ammunition, including manufacturer, mfg #, price per box/case, and rounds per box/case. Each item entry includes a note: 'We require an order acknowledgment for this item'.

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Contains 4 rows of ammunition specifications (0016, 0017, 0018, 0019) with detailed descriptions and pricing.

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It lists four items (0020, 0021, 0022, 0023) with detailed descriptions of ammunition types and pricing.

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It lists four items (0024, 0025, 0026, 0027) with their respective descriptions, quantities, and prices.

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Price per Thousand: \$780.00			
0028	10134665 12G,00 BUCK,9-PLLT,2-3/4"PH,FEDERAL,5/BX 12-gauge, 00 Buckshot, 9-Pellet, 2-3/4" Plastic Hull, Reduced Coil Manufacturer: Federal Mfg #: LE132-00 Price per Box: \$3.90 Rounds per Box # 5 Price per Case: \$195.00 Rounds per Case # 250 Price per Thousand: \$780.00	1,000 BOX	3.90	\$ 3,900.00
0029	10134666 12G,00 BUCK,8 PLLT,2 3/4"PH,FEDERAL,5/BX 12-gauge, 00 Buckshot, 8-Pellet, 2-3/4" Plastic Hull, Reduced Coil Manufacturer: Federal Mfg #: LE133-00 Price per Box: \$3.90 Rounds per Box # 5 Price per Case: \$195.00 Rounds per Case # 250 Price per Thousand: \$780.00	1,000 BOX	3.90	\$ 3,900.00
0030	10134667 12G,RIFLED SLUG,1 OZ,HP,FEDERAL,5/BX 12-gauge, Rifled Slug, 1 oz., Hollow Point, 2-3/4" Plastic Hull Manufacturer: Federal Mfg #: LEB127-RS Price per Box: \$3.98 Rounds per Box # 5 Price per Case: \$199.00 Rounds per Case # 250 Price per Thousand: \$796.00	1,000 BOX	3.98	\$ 3,980.00
0031	10134668 12G,RIFLED SLUG,1 OZ,HP,FEDERAL,5/BX 12-gauge, Rifled Slug, 1 oz., Hollow Point, 2-3/4" Plastic Hull, Reduced Coil Manufacturer: Federal Mfg #: LE127-RS Price per Box: \$3.98 Rounds per Box # 5 Price per Case: \$199.00	1,000 BOX	3.98	\$ 3,980.00

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Rounds per Case # 250 Price per Thousand: \$796.00			
0032	10134670 9MM LUGER,147GR,FMJ,TRAIN,FEDERAL,50/BX 9MM Luger, 147 grain, Full Metal Jacket, Training Ammunition Manufacturer: Federal Mfg #: AE9FP Price per Box: \$13.00 Rounds per Box # 50 Price per Case: \$260.00 Rounds per Case # 1,000 Price per Thousand: \$260.00	1,000 BOX	13.00	\$ 13,000.00
0033	10134671 223/5.56,62GR,SOFT POINT,FEDERAL,20/BX 223/5.56, 62 grain, Soft Point Manufacturer: Federal Mfg #: LE223T3 Price per Box: \$21.50 Rounds per Box # 20 Price per Case: \$215.00 Rounds per Case # 200 Price per Thousand: \$1,075.00	1,000 BOX	21.50	\$ 21,500.00
0034	10134672 380 AUTO,95GR,FMJ,FEDERAL,50/BX 380 Automatic, 95 grain, Full Metal Jacket Manufacturer: Federal Mfg #: AE380AP Price per Box: \$16.50 Rounds per Box # 50 Price per Case: \$330.00 Rounds per Case # 1,000 Price per Thousand: \$330.00	1,000 BOX	16.50	\$ 16,500.00
0035	10134673 223 REM,69GR,MATCH-HP BT,FEDERAL,20/BX 223 Rem, 69 grain, Match-Hollow Point, Boat Tail Manufacturer: Federal Mfg #: GM223M-500 Price per Box: \$17.60 Rounds per Box # 20 Price per Case: \$440.00	1,000 BOX	17.60	\$ 17,600.00

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Rounds per Case # 500 Price per Thousand: \$880.00			
0036	10134674 223 REM,55GR,FMJ,FEDERAL,20/BX 223 Rem, 55 grain, Full Metal Jacket Manufacturer: Federal Mfg #: AE223X Price per Box: \$9.40 Rounds per Box # 20 Price per Case: \$235.00 Rounds per Case # 500 Price per Thousand: \$470.00	1,000 BOX	9.40	\$ 9,400.00
0037	10134675 223 REM,55GR,FMJ,FEDERAL,1000/BX 223 Rem, 55 grain, Full Metal Jacket, Product W223K Manufacturer: Federal Mfg #: AE223BKX Price per Box: \$475.00 Rounds per Box # 1,000 Price per Case: \$475.00 Rounds per Case # 1,000 Price per Thousand: \$475.00	1,000 BOX	475.00	\$ 475,000.00
0038	10134676 5.56MM,55GR,FMJ,FEDERAL,20/BX 5.56MM, 55 grain, Full Metal Jacket Manufacturer: Federal Mfg #: XM193X Price per Box: \$9.40 Rounds per Box # 20 Price per Case: \$235.00 Rounds per Case # 500 Price per Thousand: \$470.00	1,000 BOX	9.40	\$ 9,400.00
0039	10134677 6.5 CREEDMOOR,140GR,M-HPBT,FEDERAL,20/BX 6.5 Creedmoor, 140 grain, Match-Hollow Point, Boat Tail Manufacturer: Federal Mfg #: GM65CRD1 Price per Box: \$26.50 Rounds per Box # 20 Price per Case: \$265.00	1,000 BOX	26.50	\$ 26,500.00

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	Rounds per Case # 200 Price per Thousand: \$1,325.00				
0040	10134678 12G,2 3/4",325GR,F-LF SLUG,FEDERAL,25/BX 12-gauge, 2-3/4", 325 grain, Frangible-Lead Free Slug, Low Recoil Manufacturer: Federal Mfg #: BC127-RS Price per Box: \$31.50 Rounds per Box # 25 Price per Case: \$315.00 Rounds per Case # 250 Price per Thousand: \$1,260.00	1,000	BOX	31.50	\$ 31,500.00
0041	10134679 12G,00 BUCK,2 3/4",9 PLLT,FEDERAL,25/BX 12-gauge, 2-3/4", 00 Buck, 9-Pellet, Frangible-Lead Free Manufacturer: Federal Mfg #: BC132-00 Price per Box: \$31.50 Rounds per Box # 25 Price per Case: \$315.00 Rounds per Case # 250 Price per Thousand: \$1,260.00	1,000	BOX	31.50	\$ 31,500.00
0042	10134632 12GA,2 3/4", LIGHT TARGET,FEDERAL,25/BX 12-gauge, 2-3/4", 1-1/8 oz., 2-3/4 Dram, #7-1/2 or 8 Shot, Light Target Manufacturer: Federal Mfg #: TGL12-8 OR TGL12-7.5 Price per Box: \$10.50 Rounds per Box # 25 Price per Case: \$105.00 Rounds per Case # 250 Price per Thousand: \$420.00	1,000	BOX	10.50	\$ 10,500.00
0043	10134640 357 MAGNUM,125GR,JHP,REMINGTON,50/BX 357 MAGNUM,125GR,JHP,REMINGTON,50/BX Manufacturer: Remington Mfg #: R29401 Price per Box: \$38.50 Rounds per Box # 50 Price per Case: \$385.00	500	BOX	38.50	\$ 19,250.00

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Rounds per Case # 500 Price per Thousand:			
0044	10134710 38 SPECIAL, 125GR,+P,JHP,REMINGTON,50/BX 38 SPECIAL, 125GR,+P,JHP,REMINGTON,50/BX Manufacturer: Remington Mfg #: R29431 Price per Box: \$27.50 Rounds per Box # 50 Price per Case: \$275.00 Rounds per Case # 500 Price per Thousand:	500 BOX	27.50	\$ 13,750.00
0045	10134711 9MM LUGER, 124GR,JHP,REMINGTON,50/BX 9MM LUGER, 124GR,JHP,REMINGTON,50/BX Manufacturer: Remington Mfg #: R29357 Price per Box: \$27.50 Rounds per Box # 50 Price per Case: \$275.00 Rounds per Case # 500 Price per Thousand:	500 BOX	27.50	\$ 13,750.00
0046	10134712 9MM LUGER, 124GR,+P,JHP,REMINGTON,50/BX 9mm Luger, 124gr, +P, JHP Manufacturer: Remington Mfg #: R29538 Price per Box: \$27.50 Rounds per Box # 50 Price per Case: \$275.00 Rounds per Case # 500 Price per Thousand:	500 BOX	27.50	\$ 13,750.00
0047	10134713 9MM LUGER, 124GR,+P,JHP,REMINGTON,50/BX 9MM LUGER, 124GR,+P,JHP,BND,REM,50/BX Manufacturer: Remington Mfg #: R29351 Price per Box: \$36.50 Rounds per Box # 50 Price per Case: \$365.00	500 BOX	36.50	\$ 18,250.00

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Rounds per Case # 500 Price per Thousand:			
0048	10134714 9MM LUGER,147GR,JHP,BND,REMINGTON,50/BX 9MM LUGER,147GR,JHP,BND,REMINGTON,50/BX Manufacturer: Remington Mfg #: R29353 Price per Box: \$34.50 Rounds per Box # 50 Price per Case: \$345.00 Rounds per Case # 500 Price per Thousand:	500 BOX	34.50	\$ 17,250.00
0049	10134715 40 S&W,165GR,JHP,REMINGTON,50/BX Manufacturer: Remington Mfg #: R29429 Price per Box: \$27.50 Rounds per Box # 50 Price per Case: \$275.00 Rounds per Case # 500 Price per Thousand:	500 BOX	27.50	\$ 13,750.00
0050	10134716 40 S&W,165GR,JHP,BONDED,REMINGTON,50/BX 40 S&W,165GR,JHP,BONDED,REMINGTON,50/BX Manufacturer: Remington Mfg #: R29366 Price per Box: \$36.50 Rounds per Box # 50 Price per Case: \$365.00 Rounds per Case # 500 Price per Thousand:	500 BOX	36.50	\$ 18,250.00
0051	10134717 40 S&W 180GR,JHP,REMINGTON,50/BX 40 S&W 180GR,JHP,REMINGTON,50/BX Manufacturer: Remington Mfg #: R29430 Price per Box: \$27.50 Rounds per Box # 50 Price per Case: \$275.00 Rounds per Case # 500	500 BOX	27.50	\$ 13,750.00

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. It lists four items (0052, 0053, 0054, 0055) with detailed descriptions of ammunition, including caliber, grain weight, and manufacturer (Remington).

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Contains 4 rows of ammunition specifications (0056, 0057, 0058, 0059) with detailed descriptions and pricing.

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Price per Thousand:			
0060	10134726 12G,2 3/4",00 BUCK,9PLLT,REMINGTON,25/BX 12 GAUGE,2-3/4",00 BUCK,9-PELLET,FRANGIBLE-LEAD FREE,REMINGTON,25/BX Manufacturer: Remington Mfg #: R20805 Price per Box: \$36.00 Rounds per Box # 25 Price per Case: \$360.00 Rounds per Case # 250 Price per Thousand:	500 BOX	36.00	\$ 18,000.00
0061	10134822 357 SIG,125GR,JHP,TRAIN AMMO,SPEER,50/BX 357 SIG,125GR,JHP,TRAIN AMMO,SPEER,50/BX Manufacturer: Speer Mfg #: 53919 Price per Box: \$16.75 Rounds per Box # 50 Price per Case: \$335.00 Rounds per Case # 1000 Price per Thousand:	500 BOX	16.75	\$ 8,375.00
0062	10134823 357 SIG,125GR,JHP,BONDED,SPEER,50/BX 357 SIG, 125gr, JHP, Bonded Manufacturer: Speer Mfg #: 53918 Price per Box: \$19.25 Rounds per Box # 50 Price per Case: \$385.00 Rounds per Case # 1000 Price per Thousand:	500 BOX	19.25	\$ 9,625.00
0063	10134824 38 SPECIAL,125GR,+P,JHP,SPEER,50/BX 38 Special, 125gr, +P, JHP Manufacturer: Speer Mfg #: 53720 Price per Box: \$22.25 Rounds per Box # 50 Price per Case: \$445.00	500 BOX	22.25	\$ 11,125.00

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Rounds per Case # 1000 Price per Thousand:			
0064	10134825 9MM LUGER,115GR,FMJ,SPEER,50/BX 9mm Luger, 115gr, FMJ Manufacturer: Speer Mfg #: 53650 Price per Box: \$12.75 Rounds per Box # 50 Price per Case: \$255.00 Rounds per Case # 1000 Price per Thousand:	500 BOX	12.75	\$ 6,375.00
0065	10134826 9MM LUGER,124GR,FMJ,TRN AMMO,SPEER,50/BX 9mm Luger, 124gr, FMJ, Training Ammo Manufacturer: Speer Mfg #: 53651 Price per Box: \$12.50 Rounds per Box # 50 Price per Case: \$250.00 Rounds per Case # 1000 Price per Thousand:	500 BOX	12.50	\$ 6,250.00
0066	10134827 9MM LUGER,124GR,JHP,SPEER,50/BX 9mm Luger, 124gr, JHP Manufacturer: Speer Mfg #: 53618 Price per Box: \$27.50 Rounds per Box # 50 Price per Case: \$275.00 Rounds per Case # 1000 Price per Thousand:	500 BOX	19.75	\$ 9,875.00
0067	10134828 9MM LUGER,124GR,+P,JHP,BNDED,SPEER,50/BX 9mm Luger, 124gr, +P, JHP, Bonded Manufacturer: Speer Mfg #: 53617 Price per Box: \$19.75 Rounds per Box # 50 Price per Case: \$395.00	500 BOX	19.75	\$ 9,875.00

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Rounds per Case # 1000 Price per Thousand:			
0068	10134829 9MM LUGER,147GR,JHP,BONDED,SPEER,50/BX 9mm Luger, 147gr, JHP, Bonded Manufacturer: Speer Mfg #: 53619 Price per Box: \$19.75 Rounds per Box # 50 Price per Case: \$395.00 Rounds per Case # 1000 Price per Thousand:	500 BOX	19.75	\$ 9,875.00
0069	10134830 40 S&W,165GR,FMJ,TRAIN AMMO,SPEER,50/BX 40 S&W,165gr, FMJ, Training Ammo Manufacturer: Speer Mfg #: 53955 Price per Box: \$17.00 Rounds per Box # 50 Price per Case: \$340.00 Rounds per Case # 1000 Price per Thousand:	500 BOX	17.00	\$ 8,500.00
0070	10134831 40 S&W,165GR,JHP,BONDED,SPEER,50/BX 40 S&W,165gr, JHP, Bonded Manufacturer: Speer Mfg #: 53970 Price per Box: \$22.10 Rounds per Box # 50 Price per Case: \$425.00 Rounds per Case # 1000 Price per Thousand:	500 BOX	22.10	\$ 11,050.00
0071	10134832 40 S&W,180GR,FMJ,TRAIN AMMO,SPEER,50/BX 40 S&W, 180gr, FMJ, Training Ammo Manufacturer: Speer Mfg #: 53652 Price per Box: \$17.00 Rounds per Box # 50 Price per Case: \$340.00	500 BOX	17.00	\$ 8,500.00

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Contains 5 rows of ammunition specifications including items 0072, 0073, 0074, and 0075.

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Rounds per Case # 50 Price per Thousand: \$570.00			
0076	10134837 9MM LUGER,147GR,FMJ,TRN AMMO,SPEER,50/BX 9MM LUGER,147GR,FMJ,TRN AMMO,SPEER,50/BX Manufacturer: Speer Mfg #: 53620 Price per Box: \$12.50 Rounds per Box # 50 Price per Case: \$250.00 Rounds per Case # 1000 Price per Thousand:	500 BOX	12.50	\$ 6,250.00
0077	10134838 223/5.56,62GR,SOFT POINT,SPEER,20/BX 223/5.56, 62gr, Soft Point Manufacturer: Speer Mfg #: 24446 Price per Box: \$11.40 Rounds per Box # 20 Price per Case: \$285.00 Rounds per Case # 500 Price per Thousand: \$570.00 25TS 50TS	500 BOX	11.40	\$ 5,700.00
0078	10134839 380 AUTO,95GR,FMJ,SPEER,50/BX 380 Auto, 95gr, FMJ Manufacturer: Speer Mfg #: 53608 Price per Box: \$15.75 Rounds per Box # 50 Price per Case: \$315.00 Rounds per Case # 1000 Price per Thousand:	500 BOX	15.75	\$ 7,875.00
Estimated Net Value				1,423,260.00
<p>Heather Bailey Statewide Procurement Specialist Department of Transformation and Shared Services Office of State Procurement 501 Woodlane St, Ste 220</p>				

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Little Rock, AR 72201-1023
o. 501.324.9320 | f. 501.324.9311
heather.v.bailey@arkansas.gov

OUTLINE AGREEMENT 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. 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

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

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



STATE OF ARKANSAS

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Term Contract

Vendor No. 100145319
Contact CONRAD NAFTEL
Your reference S-47

Contract No. 4600050066
Date 01/11/2022
Our reference ST

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 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.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

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