

SWC331 - Ammunition Specifications

Section One - General Solicitation Instructions:

1.1. Purpose: The State of Tennessee is seeking to establish a statewide contract to establish a source or sources of supply for the acquisition of ammunition for all state agencies, local government units within the geographic limits of the State of Tennessee, any private non-profit institution or higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501© (3) as amended and which contracts with the Department of Mental Health and Substance Abuse Services to provide services to the public (T.C.A. 33-20401 et seq.). Contract(s) resulting from this Invitation to Bid (ITB) shall be required use by state agencies and permissive use for all Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies. Supplier(s) agree to furnish the specified ammunition to all authorized contract users under the terms and conditions offered in this bid.

The State of Tennessee invites all Suppliers, in association with their Manufacturer, to extend their most favorable pricing to the State, its agencies and political subdivisions. The State has determined that bids will be considered from Suppliers of the stated Manufacturers below in Section 1.3. who can handle large government purchases, while providing the lowest responsive and responsible price to this ITB.

1.2. Key Outcomes:

The State of Tennessee wishes to contract with Suppliers whose bids best meet the key outcomes established in this section. In pursuing this contract, the State seeks to accomplish the following:

1. Establish a comprehensive, cost effective program for the acquisition of ammunition;
2. Establish source(s) of supply, representing a broad spectrum of ammunition calibers, able to meet state needs for ammunition;
3. Expand access to the entire lineup of ammunition, including multiple calibers and types.

1.3. Scope:

This Invitation to Bid (ITB) covers all Law Enforcement (LE) catalog ammunition, specified ammunition categories (other than LE), specified Less-Than-Lethal (LTL) and training/marketing ammunition. All Suppliers associated with Manufacturers of these items are invited and encouraged to submit a bid.

1. Items covered by this solicitation, and any resulting contract, shall include handgun, rifle, shotgun, and or grenade launcher ammunition of varying calibers and performance.
2. Acceptable Manufacturers of Lethal ammunition: Sig Sauer, Federal, Speer, Hornady, Remington, Winchester, or equivalent.

3. Acceptable Manufacturers of Less-Than-Lethal (LTL) ammunition: Defense Technology, Combined Tactical Systems, or equivalent.
4. Acceptable Manufacturers for training/marketing rounds: Simunition, Force-on-Force, or equivalent.

THP Forensic Testing Ammunition Requirement & Catalog Expansion

The Tennessee Highway Patrol (THP) has requested access to all available calibers and brands of ammunition under SWC331 to support its effort to test-fire all confiscated weapons seized across the state. The Central Procurement Office (CPO) is requesting that awarded suppliers expand their catalogs under SWC331 to include any caliber and brand of ammunition the supplier is legally authorized to purchase and sell – **specifically for use by THP only.**

Section Two – Specifications:

2.1. General Requirements:

2.1.1. Ammunition Categories.

Category 1 – Lethal Ammunition

Category 2 – Less-Than-Lethal Ammunition (LTL)

Category 3 – Training/Marking Ammunition

2.1.2. Supplier Account Manager.

Each contracted Supplier shall be responsible for identifying a single point of contact who will be the Dealer Account Manager for the State contract. This information will be collected on the bid sheet submitted by the bidder. The Dealer Account Manager will be responsible for:

- Receiving electronic transmittal of ammunition specifications.
- Coordinating responses to Customers.
- Assisting Customers with ordering of ammunition as may be necessary.
- Assisting Customers with contract as may be necessary.
- Coordinating with the State Contract Administrator as may be necessary.

Suppliers may wish to provide information for a secondary contact who will act as a backup to the Dealer Account Manager should the Dealer Account Manager be unavailable for any reason. Suppliers wishing to provide this information should do so when submitting their bid and should keep the State Contract Administrator updated as to any changes to these contacts.

2.1.3. Federal and State Standards.

It is the intent of the State of Tennessee that all specifications herein are in full and complete compliance with all United States of America and State of Tennessee laws, requirements, and

regulations applicable to the type and class of Commodities and contractual services being provided. This includes, but is not limited to, Sporting Arms and Ammunition Manufacturer's Institute (SAMMI) and or North Atlantic Treaty Organization (NATO), Bureau of Alcohol, Tobacco, and Firearms (BATF), Occupational Safety and Health Administration, and/or Environmental Protection Agency Standards. In addition, any applicable federal or State legislation that should become effective during the term of the Contract, including any renewals, regarding the Commodities and contractual services shall immediately become a part of the Contract. The Supplier(s) must meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Supplier must contact the State Contract Administrator immediately to rectify.

2.1.4. Warranty.

Available Standard Manufacturer Warranty shall apply to ammunition purchases. The warranty shall not become effective until delivery of the item(s).

2.1.5. Recall Notices.

Manufacturer shall notify the State within twenty-four (24) hours of any recall due to safety-related defects. Upon notification, Supplier shall work with the Ordering Entity to develop a remediation plan to correct the problem for ammunition affected by the recall purchased under the contract in a timely manner.

2.2. Ordering.

The following describes the ordering process that the Ordering Entity will be required to utilize when purchasing ammunition through this contract. Supplier will place all orders received with the Manufacturer(s) within seven (7) calendar days after receipt of the Purchase Order unless the Supplier has the ammunition in their possession. All orders placed with the Manufacturer(s) shall be made in full compliance with the requirements, specifications, terms and conditions.

If any item(s) ordered under this contract is expected to be delayed or placed on backorder, the supplier **must notify the ordering entity (buyer) in writing within two (2) business days** of becoming aware of the delay or backorder status. The notification must include the reason for the delay or backorder, the estimated delivery timeline, and any available options for substitute products (if applicable).

2.2.1. Electronic Transmittal of Purchase Order.

Upon receipt of the proper approvals, the Ordering Entity shall electronically transmit a Purchase Order to the Supplier. Orders for products or services that are included on statewide contracts shall be prepared by agencies on departmental purchase orders and forwarded directly to the Supplier. These purchase orders, when received by the Supplier, shall serve as authorization for shipment of product(s).

Local government agencies or authorized corporations, where applicable, will issue their purchase order releases directly to the Supplier.

2.2.3. Documentation Requirements.

The following items should be delivered with each purchase of ammunition:

- Manufacturer's Warranty Information
- State Supplied Purchase Order

2.3 Delivery.

- Delivery of purchased ammunition shall be made within thirty (30) to sixty (60) calendar days after receipt of order for stocked items or other agreed upon delivery window with Authorized User.
- For non-stock or specialty items, delivery shall be made within ninety (90) to one hundred twenty (120) calendar days after receipt of order or other agreed upon delivery window with Authorized User.

- Non-stock ammunition refers to ammunition products that are not maintained in regular inventory.

- Specialty items refers to ammunition that is designed for a specific purpose, function, or type of mission, and is not typically used in standard day-to-day operations.

If a supplier is unable to meet the standard delivery timeframe, the supplier must notify the purchaser in writing within five (5) business days of order receipt.

Section 3 - Catalog Management and Pricing Structure:

3.1. Catalog Updates.

Items available under the Statewide Contract (SWC) will be contained in "catalog extracts" from published catalogs, price lists or price schedules as defined herein that will be maintained and distributed to all State Agencies by Supplier(s). These extracts will contain only the portion of the item(s) that falls within the scope and intent of this Invitation to Bid and was selected for inclusion in the extract by the State of Tennessee. The State will determine, in collaboration with the Supplier(s), which items it will consider for addition in the catalog extracts. Items contained in these extracts and their prices can be updated semi-annually on January 1st and July 1st each year of the contract. Please provide documents at least thirty (30) days in advance. State approval will be required of all approved additions or changes to these extracts.

3.2. Escalator Clause, Automatic Catalog P/I.

Unit prices listed in the specific catalog or price list offered shall constitute the base price unit or unless changed by the publisher of the catalog or price list. Supplier(s) may increase and shall decrease the price of individual products during the term of the contract to reflect changes in the catalog or price lists that are publicly published and applicable to all customers external to the State. Base prices for any individual product sold under this contract may not be increased at a rate higher than offered to any other customer. The Supplier(s) agrees to furnish proof of such price changes upon request.

3.3. Fixed Bid Percentage Requirements.

Bid percentage (%) discount must be fixed for the entire term of the contract, unless Supplier(s) offers a higher percentage (%) discount, and the change would be in the best interest of the State.

3.4. Retail Store Pricing.

If the Supplier has physical retail locations, the Supplier shall honor the pricing outlined in this Contract to any Authorized User who makes retail store purchases at one of the Supplier physical locations.