

STATE OF NEW HAMPSHIRE  
Department of Administrative Services  
Division of Procurement and Support Services  
Bureau of purchase and Property  
Concord, New Hampshire 03301

DATE: 03/16/16

NOTICE OF CONTRACT - REVISION  
(Updated Contract)

CONTRACT: AMMUNITION  
CONTRACT NO.: 8001897  
NIGP CODE: 680-0400  
CONTRACTOR: EAGLE POINT GUN CONTRACTOR# 166490  
1707 THIRD STREET  
THOROFARE NJ 08086

CONTACT PERSON: THOMAS J. MORRIS III

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EFFECTIVE FROM: September 14, 2015 September 30, 2017

DELIVERY :

Orders are to be delivered F.O.B. Destination to any point within the State of New Hampshire. No surcharges, regulatory charges, custom/duties, special charges, or fuel charges of any kind will be allowed as an add-on to orders. Freight charges will be allowed for orders that request express deliveries by an agency.

FEDERAL LAW:

It will be the responsibility of the Contractor to comply with all federal regulations and procedures regarding all sales and transactions made as a result of this RFB and any resulting contract.

TAX EXEMPT CERTIFICATE:

All prices are to be offered less Federal Excise Tax. A Tax Exemption Certificate will be furnished to the Contractor upon request to the using agency.

ABILITY TO PROVIDE:

Successful Contractor must be capable of providing each State of New Hampshire agencies and eligible participants with their entire requirements of the items required in this contract without any delay or substitution.

ORDERING PROCEDURE:

State agencies will place their orders by electronic order entry, by e-mail, by facsimile, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

QUESTIONS:

Loretta Razin at [Loretta.Razin@NH.GOV](mailto:Loretta.Razin@NH.GOV) or call 603-271-0579

AUDITS AND ACCOUNTING:

The Contractor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this contract. At intervals during the contract term, and prior to the termination of the contract, the Contractor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

**ELIGIBLE PARTICIPANTS:**

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

**ESTABLISHMENT OF ACCOUNTS:**

Each State of New Hampshire agency must have its own individual customer account number. There will be instances where sub-sections of an agency will need their own individual customer account number. Should any State of New Hampshire agency place an order under the contract, the successful Contractor agrees to establish an account within three (3) working days from the date the order is placed. However, there must be no delay in any shipment; the agency must receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of this contract, as if an account already exists for them.

**RETURNED GOODS:**

The Contractor must resolve all order and invoice discrepancies within five business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be picked up by the successful Contractor within five business days of notification with no restocking or freight charges, and must be replaced with specified products or the agency will be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed. Standard stock products ordered in error by the State of New Hampshire must be returned for full credit within fifteen days of receipt. Products must be in re-saleable condition (original container, unused) and there will be no restocking fee charged for these products. The using agency will be responsible for any freight charges to return these items to the Contractor.

**CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS**

The items in each category include the items most commonly purchased by State of New Hampshire agencies, and will be used for award purposes. During the term of contract, the state may purchase other items in relation to the contract description from the successful Contractor's Balance of Product Line. All items ordered will include all shipping/charges as specified above in Contract Prices.

**MINIMUM ORDERS:**

There will be no minimum order whether in item quantity or dollar value associated with this contract. Orders of case lots only.

**INVOICING:**

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants will be in accordance with their individual requirements.

**TERMINATION:**

The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful Vendor a thirty (30) day written notice.

ITEM	MFG/PART #	# ROUNDS PER STD CASE	PRICE PER 1000 ROUNDS	DELIVERY TIME
.357 Sig Lead Free	SPEER 53368	1000	415.83	30-360 DAYS
.357 Sig 125 gr. JHP	SPEER 54234	1000	400.05	30-360 DAYS
.357 Sig 125 gr. TMJ-Reduced Lead	SPEER 54232	1000	260.55	30-360 DAYS
.357 Sig 125 gr. TMJ	SPEER 53919	1000	258.49	30-360 DAYS
<b>Separator</b>				
.40 S&W 180 gr. TMJ Std	SPEER 53652	1000	224.78	30-360 DAYS
.40 S&W 180 gr. FMJ Reduced Lead	SPEER 53880	1000	239.72	30-360 DAYS
<b>Separator</b>				
9mm 124 gr. TMJ, Brass Case, Reduced Lead	SPEER 53824	1000	194.65	30-360 DAYS
<b>Separator</b>				
.45 230 gr. TMJ Std	SPEER 53653	1000	264.11	30-360 DAYS
.45 Gr. TMJ, Reduced Lead	SPEER 53885	1000	281.80	30-360 DAYS
<b>Separator</b>				
5.56 mm x 45 55gr FMJ BT Lawman	SPEER 24459	500	388.38	30-360 DAYS
.45 Auto 230gr TMJ	SPEER 3480	1000	236.01	30-360 DAYS

9 mm 147 gr TMJ	SPEER 53620	1000	191.06	30-360 DAYS
.357 Sig 125 gr. FMJ	FEDERAL AE357S2	1000	245.49	30-360 DAYS
.357 Sig 125 gr. JHP	FEDERAL P357SHST1	1000	366.98	30-360 DAYS
.40 S&W 180 gr. FMJ Std	FEDERAL AE40R1	1000	237.01	30-360 DAYS
.40 S&W 180 gr. FMJ Reduced Lead	FEDERAL AE40N1	1000	265.40	30-360 DAYS
.40 S&W 180 gr. Hydra	FEDERAL P40HS1G	1000	293.61	30-360 DAYS
.223 55 gr. JSP Soft Point	FEDERAL T223A	500	523.22	30-360 DAYS
.223 55 gr. FMJ	FEDERAL AE223	500	287.84	30-360 DAYS
9mm 147 gr. JHP	FEDERAL 9MS	1000	205.97	30-360 DAYS
9mm 115 gr. FMJ Std	FEDERAL AE9DP	1000	194.91	30-360 DAYS
9mm 124 gr. FMJ, Brass Case, Reduced Lead	FEDERAL AE9N1	1000	209.70	30-360 DAYS
.45 230 gr. JHP	FEDERAL 45D	1000	333.12	30-360 DAYS
.45 230 gr. FMJ Std	FEDERAL AE45A	1000	283.97	30-360 DAYS
.45 230 gr. FMJ, Reduced Lead	FEDERAL AE45N1	1000	300.36	30-360 DAYS
.22 LR Std Velocity, Rimfire	FEDERAL 711B	5000	45.57	30-360 DAYS
12 Ga. Rifled Slugs, 1 oz.	FEDERAL F-127-RS	250	393.20	30-360 DAYS
12 Ga. 00 Buck 9 Pellets 2-3/4	FEDERAL LE-127-00	250	419.40	30-360 DAYS
12 Ga. #6, Low Brass	FEDERAL H-121-6	250	229.36	30-360 DAYS
12 Ga. Slugs, Low Recoil	FEDERAL LE-127-RS	250	419.40	30-360 DAYS
12 Ga. Buckshot, Low Recoil	FEDERAL LE-132-00	250	419.40	30-360 DAYS
.308 Boat Tail JHP	Federal GM308M	200	710.10	30-360 DAYS

PRICING IS BASED ON PRICE PER 1000 ROUNDS – ORDERS WILL BE PLACED BY ROUNDS PER CASE.

**SECTION #1- SPEER BALANCE OF PRODUCT LINE IS 10% DISCOUNT FROM SPEER LIST PRICE SCHEDULE**

**SECTION #2 – FEDERAL BALANCE OF PRODUCT LINE IS 10% DISCOUNT FROM FEDERAL LIST PRICE SCHEDULE**