



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

121

GAC

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

September 25, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive Sole Source** amendment to an existing contract (Contract #8003125) with Jurek Brothers Inc. (VC# 161187), Greenfield, MA, for the supply of Ammunition – Winchester, by increasing the price limitation by \$213,326.67 from \$270,000.00 to an amount of up to and not to exceed \$483,326.67 effective upon the Governor and Executive Council approval through July 31, 2025. This contract was originally approved by the Commissioner of Administrative Services on September 14, 2022.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

This amendment is **Retroactive** because agency expenditures have exceeded the expected spending and established price limitation for this contract (Contract #8003125) due to higher spending trends than originally predicted. Contract usage reporting and business intelligence reports show an average annual spend of \$120,831.67. Agency expenditures have now surpassed the price limitation by \$92,495.00. This request is **Sole Source** because the requested increase to the price limitation is more than 10% of the original price limitation.

As previously stated, the original contract was approved by the Commissioner of Administrative Services on September 14, 2022. The new requested price limitation has been calculated from actual expenditures in business intelligence reports from the beginning of the contract term. These reports were used to determine an annual average spend and then extrapolate that average across the remaining contract term, which provides an accurate estimation to cover the existing overspend and any further expenditures during the remainder of the term.

Contract financials	
Current limitation	\$270,000.00
Current spend against contract	\$362,495.00
Increase to price limitation	\$213,326.67
Requested new price limitation	\$483,326.67

Based on the foregoing, I am respectfully recommending approval of this **Retroactive Sole Source** contract amendment with Jurek Brothers Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

Year	ACH Spend	P-Card Spend	Total Spend			
					\$270,000.00	Price Limitation
2022	\$62,769.06	\$0.00	\$62,769.06	9/14/2022	\$120,831.67	Average Year Spend
2023	\$178,150.52	\$0.00	\$178,150.52		\$362,495.00	Total spend
2024	\$121,575.42	\$0.00	\$121,575.42	as of 8/15/24	-\$92,495.00	Remaining Balance
2025			\$0.00	7/31/2025	\$213,326.67	Price Limitation Increase
Totals	\$362,495.00	\$0.00	\$362,495.00		\$483,326.67	New Price Limitation

VENDOR LOCATION	INV DATE	CHECK DATE	TRAN_AMT	PO NUMBER
JUREK BROTHERS	10/4/2023	10/24/2023	\$2,404.08	8003125
JUREK BROTHERS	10/4/2023	10/24/2023	-\$2,404.08	8003125
JUREK BROTHERS	7/28/2022	10/3/2022	\$2,918.50	4012756
JUREK BROTHERS	7/28/2022	10/3/2022	\$8,306.50	4012756
JUREK BROTHERS	8/22/2022	10/3/2022	\$350.00	4012756
JUREK BROTHERS	8/22/2022	12/12/2022	\$3,325.00	4012756
JUREK BROTHERS	9/30/2022	12/12/2022	\$40,500.00	4012756
JUREK BROTHERS	11/17/2022	2/15/2023	\$1,860.48	1089468
JUREK BROTHERS	11/17/2022	2/15/2023	\$1,995.00	1089468
JUREK BROTHERS	12/7/2022	1/17/2023	\$3,513.58	1089684
JUREK BROTHERS	1/25/2023	2/7/2023	\$1,440.20	1090288
JUREK BROTHERS	2/8/2023	3/16/2023	\$360.00	DOS6512
JUREK BROTHERS	2/27/2023	3/15/2023	\$7,529.13	1091233
JUREK BROTHERS	2/27/2023	3/15/2023	-\$0.03	1091233
JUREK BROTHERS	3/17/2023	4/5/2023	\$6,800.00	4013430
JUREK BROTHERS	4/14/2023	4/25/2023	\$7,529.10	1091499
JUREK BROTHERS	4/24/2023	6/14/2023	\$34,625.80	4013503
JUREK BROTHERS	4/24/2023	6/14/2023	\$16,391.20	4013503
JUREK BROTHERS	4/24/2023	6/14/2023	\$3,925.00	4013503
JUREK BROTHERS	5/2/2023	6/5/2023	\$7,529.10	8003125
JUREK BROTHERS	5/2/2023	5/31/2023	\$1,884.00	1091499
JUREK BROTHERS	5/24/2023	6/14/2023	\$8,684.28	4013503
JUREK BROTHERS	6/5/2023	8/2/2023	\$823.10	8003125
JUREK BROTHERS	7/12/2023	8/8/2023	\$17,955.00	4013503
JUREK BROTHERS	7/24/2023	8/2/2023	\$649.54	8003125
JUREK BROTHERS	7/24/2023	8/10/2023	\$103.80	8003125
JUREK BROTHERS	7/24/2023	8/10/2023	-\$103.80	8003125
JUREK BROTHERS	7/26/2023	8/22/2023	\$4,865.82	8003125
JUREK BROTHERS	9/8/2023	9/22/2023	\$1,455.66	8003125
JUREK BROTHERS	10/4/2023	10/16/2023	\$2,404.08	8003125
JUREK BROTHERS	10/11/2023	11/2/2023	\$11,306.36	8003125
JUREK BROTHERS	10/16/2023	2/8/2024	\$7,278.30	1094780
JUREK BROTHERS	10/16/2023	2/8/2024	\$2,639.68	1094780
JUREK BROTHERS	10/26/2023	11/1/2023	\$29,755.20	1094780
JUREK BROTHERS	11/14/2023	12/19/2023	\$549.75	1096097
JUREK BROTHERS	11/14/2023	12/19/2023	\$499.75	1096097
JUREK BROTHERS	11/14/2023	12/19/2023	\$289.50	1096097
JUREK BROTHERS	12/15/2023	12/20/2023	\$436.00	1096097
JUREK BROTHERS	12/15/2023	12/20/2023	\$545.00	1096097
JUREK BROTHERS	1/2/2024	1/30/2024	\$1,940.88	8003125
JUREK BROTHERS	1/2/2024	1/30/2024	\$1,940.88	8003125
JUREK BROTHERS	1/19/2024	2/8/2024	\$21,624.00	1094780

JUREK BROTHERS	2/10/2024	4/10/2024	\$2,016.00	1094780
JUREK BROTHERS	3/11/2024	3/25/2024	\$44,175.00	4013503
JUREK BROTHERS	4/16/2024	5/9/2024	\$1,081.33	8003125
JUREK BROTHERS	5/1/2024	5/29/2024	\$3,552.27	8003125
JUREK BROTHERS	5/1/2024	5/29/2024	\$3,552.26	8003125
JUREK BROTHERS	5/2/2024	5/23/2024	\$4,240.00	4014677
JUREK BROTHERS	6/28/2024	7/24/2024	\$23,833.60	4014677
JUREK BROTHERS	7/9/2024	7/24/2024	\$13,619.20	4014677

\$362,495.00



FIRST AMENDMENT TO THE CONTRACT BETWEEN
JUREK BROTHERS INC.
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR AMMUNITION - WINCHESTER
CONTRACT #8003125

This First Amendment (hereinafter referred to as the "Amendment"), dated this 27 day of August 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Jurek Brothers Inc. (hereinafter referred to as "the Contractor") for Ammunition - Winchester.

WHEREAS, pursuant to an agreement effective September 14, 2022, and set to expire July 31, 2025, (hereinafter referred to as "the Agreement"), the Contractor agreed to supply Ammunition for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$483,326.67
2. Amend Exhibit C, 1. Contract Price: Change to the following:
\$483,326.67
3. All other provisions of the Agreement, approved by the Commissioner of Administrative Services on September 14, 2022, on shall remain in full force and effect.

JUREK BROTHERS INC.

By: *Greg Jurek*
Greg Jurek
(Print Name)

Title: President

Date: August 27, 2024

STATE OF NEW HAMPSHIRE

By: *Charles M. Arlinghaus*
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 9/6/24

OFFICE OF THE ATTORNEY GENERAL

By: *Duncan A. Edgar*
Duncan A. Edgar
(Print Name)

Title: Assistant Attorney General

Date: September 18, 2024

The foregoing contract was approved by the
Governor and Council of New Hampshire on

Signed: _____

(Print Name)

Title: _____

Contractor Initials: GJ

Date: 8/27/24



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02138

Date: August 22, 2024

To Whom It May Concern :

I hereby certify that according to the records of this office,

JUREK BROTHERS, INC.

is a domestic corporation organized on **December 12, 1946** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 24080373980

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: mas

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: August 30, 2022

CONTRACT FOR: Ammunition - Winchester

CONTRACT #: 8003125

COMMODITY/NIGP CODE: 680-04

CONTRACTOR: Jurek Brothers Inc.

VENDOR CODE #: 161187

SUBMITTED FOR ACCEPTANCE BY:



DN: cn=Christopher C Lewis, o=Div
Procurement Support Services,
ou=Bureau of Purchase & Property,
email=christopher.c.lewis@das.nh.gov,
c=US
Date: 2022.08.30 11:22:58 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



COLIN S. CAPELLE, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew T Stanton, o=Div
Procurement Support Services, ou=Bureau of
Purchase and Property,
email=Mathew.T.Stanton@das.nh.gov, c=US
Date: 2022.09.08 16:19:20 -04'00'

MATHEW T. STANTON, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta, o=Dept
Administrative Services, ou=Div
Procurement & Support Services,
email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2022.09.13 11:13:40 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 9-14-22

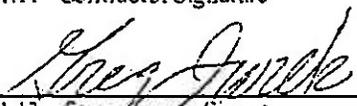
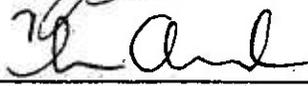
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Jurek Brothers Inc.		1.4 Contractor Address 59 School Street Greenfield, MA 01301	
1.5 Contractor Phone Number (800) 628-8498	1.6 Account Number Various	1.7 Completion Date 07/31/2025	1.8 Price Limitation \$270,000
1.9 Contracting Officer for State Agency Christopher Lewis		1.10 State Agency Telephone Number (603) 271-0574	
1.11 Contractor Signature  Date: 8/9/22		1.12 Name and Title of Contractor Signatory Greg Jurek, President	
1.13 State Agency Signature  Date: 9/14/22		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials G.J.
Date 8/9/22

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

Page 3 of 12

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

Contractor Initials

G.J.

Date

3/9/22

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A
SPECIAL PROVISIONS

Delete Sections 14. Insurance and 15. Workers Compensation in its entirety

Contractor Initials G.J.
Date 8/9/22

**EXHIBIT B
SCOPE OF WORK**

1. EFFECTIVE DATE

The Contract term shall commence on August 1, 2022 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (The "Effective Date") and shall continue thereafter through July 31, 2025, a period of approximately three (3) years.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Work
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2644-23
- f. EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Work," (4) EXHIBIT C "Method of Payment," (5) EXHIBIT D "RFB 2644-23," and (6) EXHIBIT E "Contractor's Bid Response."

3. SCOPE OF WORK

Contractor shall provide all the product listed under the following table in accordance with all requirements terms and conditions listed herein.

ITEM	MFG/PART#	NUMBER OF ROUNDS PER STD CASE	PRICE PER 1000 ROUNDS	DELIVERY TIME (DAYS)
223mm Ranger Point Point	WINCHESTER RA223R2Y	1000	\$589.00	180-360 DAYS (ARO)
9mm 147 gr. "T" Series	WINCHESTER RA9T	500	\$314.00	180-360 DAYS (ARO)
9mm 115 gr. FMJ Std	WINCHESTER Q4172	500	\$224.00	180-360 DAYS (ARO)
.45 230 gr. "T" Series	WINCHESTER RA45T	500	\$399.00	180-360 DAYS (ARO)
5.56mm 64 gr.	WINCHESTER RA556B	1000	\$915.00	180-360 DAYS (ARO)

FIRM DISCOUNT FOR BALANCE OF PRODUCT LINE FROM THE WINCHESTER MANUFACTURERS LIST PRICE

DISCOUNT 49 %

4. ABILITY TO PROVIDE

Contractor shall provide the State agencies and eligible participants with their entire requested amount of the items required in this Contract without any delay or substitution.

5. WARRANTY REQUIREMENTS

The Contractor shall provide warranties on all equipment/items provided by the Contractor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

6. ORDERING PROCEDURE

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

7. USAGE REPORTING

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than thirty (30) days after each end of each calendar quarter Bureau of Procurement Services, Purchasing Agent Name and sent electronic to Christopher.C.Lewis@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Products purchased (showing the manufacturer, item, part number, and the final cost.)
- Total Cost of all products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

8. ACCOUNT COMMUNICATION & ESCALATION

All communication regarding account details including but not limited to, shipping and receiving, invoice reconciliation, product availability, etc. shall be handled directly with the State agency contact assigned. If for any reason a resolution cannot be met at an agency level the Contractor agrees to escalate the concern to the Bureau of Purchase and Property prior to imposing any restriction or hold on the account in question.

9. RETURNED GOODS

The Contractor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the Contractor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall 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 shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the Contractor.

10. DELIVERY

Contractor is responsible for Good(s) delivery until the goods are delivered and accepted by the State. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Delivered goods that do not conform to the specifications or are not in good conditions upon receipt shall be replaced promptly by the Contractor.

The Contractor shall deliver any Good(s) ordered under this Contract as specified in the "Scope of Work" section from the placement of the order, or as otherwise may be specified in a purchase order issued by the State.

The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement.

11. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all product strictly pursuant to, and in conformity with this contract which resulted from RFB 2644-23.

It is the responsibility of the Contractor to maintain this State Contract and New Hampshire Vendor Registration with up to date contact information.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at

[https://das.nh.gov/purchasing/vendorregistration/IS\(a0fzcv55ghaeqs45ipva5j45j\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/IS(a0fzcv55ghaeqs45ipva5j45j)/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

12. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

13. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency.

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor shall provide the items specified in Exhibit B in the amount not to exceed the Price Limitation of \$270,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

On the anniversary date of this contract, the Contractor may request price adjustment, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capital Street, Rm. 102, Concord, NH 03301, no less than thirty(30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be competitively bid.

Updated Published Price List MUST be e-mailed to Christopher.C.Lewis@DAS.NH.Gov, or their designee.

PRICE ADJUSTMENTS

Contractor shall be permitted to request price increases annually, with any adjusted pricing taking effect on August 1. Requests for price increases must be received in writing at Bureau of Purchase and Property a minimum of thirty (30) calendar days prior to the proposed effective date as listed above. Documentation of the increase from the manufacturer must accompany the request to support the amount (%) of the requested increase.

Contractor Initials G.T.
Date 8/9/22

2. PRICING STRUCTURE:

ITEM	MFG/PART#	NUMBER OF ROUNDS PER STD CASE	PRICE PER 1000 ROUNDS	DELIVERY TIME (DAYS)
223mm Ranger Point Point	WINCHESTER RA223R2Y	1000	\$589.00	180-360 DAYS (ARO)
9mm 147 gr. "T" Series	WINCHESTER RA9T	500	\$314.00	180-360 DAYS (ARO)
9mm 115 gr. FMJ Std	WINCHESTER Q4172	500	\$224.00	180-360 DAYS (ARO)
.45 230 gr. "T" Series	WINCHESTER RA45T	500	\$399.00	180-360 DAYS (ARO)
5.56mm 64 gr.	WINCHESTER RA556B	1000	\$915.00	180-360 DAYS (ARO)

FIRM DISCOUNT FOR BALANCE OF PRODUCT LINE FROM THE WINCHESTER MANUFACTURERS LIST PRICE

DISCOUNT 49 %

CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

The items herein include the items most commonly purchased by State. During the term of this Contract, the State may purchase other items in relation to Winchester Ammunition from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "1. Contract Price".

3. MINIMUM ORDERS

There will be no minimum order whether in item quantity or dollar value associated with this Contract.

4. INVOICE

All invoices must list Contract Number, Purchase Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted in this contract or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted by the State or the invoice has been received at the agency business office, whichever is later. Contractor shall be paid by Procurement Card when invoice is received.

The invoice shall be sent to the address of the ordering agency.

5. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Contractor Initials G.J.
Date 8/9/22

EXHIBIT D

RFB 2644-23 is incorporated herein.

Contractor Initials G.T.
Date 8/9/22

EXHIBIT E

Contractor's Bid Response is incorporated herein.

Contractor Initials G.S.
Date 8/9/22

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: July 11, 2022

Company Name: Jurek Brothers, Inc.
Address: 59 School St.
Greenfield, MA. 01301

To: Point of Contact: Christopher Lewis
Telephone: (603)-271-0574
Email: NH.Purchasing@dos.nh.gov

RE: Bid Invitation Name: AMMUNITION - WINCHESTER
Bid Number: 2644-23
Bid Posted Date (on or by): 07/11/2022
Bid Closing Date and Time: 07/19/2022 @ 11:00 AM (EST)
Dear Christopher Lewis:

(Insert name of signor) Greg Jurek on behalf of Jurek Brothers, Inc. (insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to Bid # 2644-23 for Ammunition-Winchester at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
 2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
 3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
 4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
 5. The Vendor has read and fully understands this Bid.
 6. Further, in accordance with RSA 214:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 214:11-c within the past year.
- Authorized Signor's Signature Greg Jurek Authorized Signor's Title President

NOTARY PUBLIC/JUSTICE OF THE PEACE

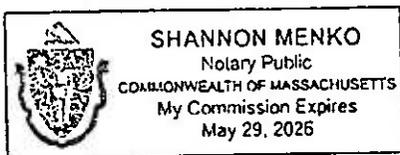
COUNTY: Franklin STATE: MA ZIP: 01301

On the 11th day of July, 2022, personally appeared before me, the above named Gregory Jurek in his/her capacity as authorized representative of Jurek Brothers, Inc. known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

Shannon Menko
(Notary Public/Justice of the Peace)

My commission expires: May 29, 2026 (Date)



**REQUEST FOR BID FOR AMMUNITION-WINCHESTER FOR
THE STATE OF NEW HAMPSHIRE**

PURPOSE:

The purpose of this bid invitation is to establish a contract for supplying Winchester ammunition to the State of New Hampshire with product list and requirements indicated in the OFFER section of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

BID SUBMITTAL:

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to NH.Purchasing@DAS.NH.Gov. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

BID INQUIRIES:

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Christopher Lewis at the following address:
Christopher.C.Lewis@DAS.NH.GOV

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

BID DUE DATE:

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is:
<https://apps.das.nh.gov/bidscontracts/bids.aspx>

TIMELINE:

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

07/11/2022

Bid Solicitation distributed on or by

Page 2 of 13

Contractor Initials GL
Date 7-11-22

07/14/2022 Last day for questions, clarifications, and/or requested changes to bid
07/19/2022 11:00 AM (EST) Bid Closing
08/01/2022 Implementation of Contract

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

CONTRACT TERM:

The term of the contract shall commence August 1, 2022 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services.

CONTRACT AWARD:

The award shall be made to the Vendor meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and add/delete items to the contract. An award shall be, in the form of a State of New Hampshire Contract.

Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

NOTIFICATION AND AWARD OF CONTRACT:

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract.

Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

For Vendors wishing to attend the bid closing: Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.

LIABILITY:

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential shall be clearly designated in the following manner:

If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blocking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information which the bidder deems confidential. Bids and proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

TERMINATION:

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

VENDOR CERTIFICATIONS:

All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Prior to bid award, Vendors shall have a completed **VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: <https://DAS.NH.Gov/Purchasing>)
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.

BID PRICES:

Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01 (e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade

Updated Published Price List MUST be e-mailed to Christopher.C.Lewis@DAS.NH.GOV.

AUDITS AND ACCOUNTING:

The successful Vendor 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 bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor 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.

ESTIMATED USAGE:

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

USAGE REPORTING:

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to The Bureau of Procurement & Support Services, Christopher Lewis and sent electronic to Christopher.C.Lewis@DAS.NH.GOV. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - o Percentage of recycled materials contained within finished products
 - o Percentage of waste recycled throughout the manufacturing process
 - o Types and volume of packaging used for transport
 - o Any associated material avoided and/or recycled as applicable under contract
 - o A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

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.

PAYMENT:

Payment method (P-Card or ACH). Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm> Eligible participants shall negotiate their own payment methods with the successful Vendor.

INVOICING:

Invoices shall be submitted to the corresponding State agency after completion of work/acceptance of delivery.

TERMS OF PAYMENT:

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

VENDOR RESPONSIBILITY:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/bids.aspx>

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

It is the responsibility of the Vendor to maintain this any awarded contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: <https://das.nh.gov/purchasing/vendorregistration/welcome.aspx>

IF AWARDED A CONTRACT:

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 1.4 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

SPECIFICATION COMPLIANCE:

Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment/items offered by the Vendor shall be new (end of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

The manufacturers and/or product numbers indicated are the only ones that are acceptable under this section.

WARRANTY REQUIREMENTS:

The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

OBLIGATIONS AND LIABILITY OF THE VENDOR:

The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Work included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

Disaster Recovery

Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered? Yes or No

If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

DELIVERY TIME:

The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within five (180) days from the placement of the order.

The use of a private carrier to make delivery does not relieve the successful Vendor from the responsibility of meeting the delivery requirement.

RETURNED GOODS:

The successful Vendor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall 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 shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the successful Vendor.

OFFER:

Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with the general and detailed specifications included herewith.

ITEM	MFG/PART #	NUMBER OF ROUNDS PER STD CASE	PRICE PER 1000 ROUNDS	DELIVERY TIME (DAYS)
223 mm Ranger Power.Point	WINCHESTER RA223R2	1000	589.00	180-360
9mm 147 gr. "T" Series <i>RA9T</i>	WINCHESTER RA9MM1147FMJ	500	314.00	180-360
9mm 115 gr. FMJ Std. <i>Q4172</i>	WINCHESTER RA9124N (Q4172)	500	224.00	180-360
.45 230 gr. "T" Series	WINCHESTER RA45T	500	399.00	180-360
5.56mm 64 gr.	WINCHESTER RA556B	1000	915.00	180-360
TOTAL			2,441.00	

SHOW ONE FIRM DISCOUNT FOR BALANCE OF PRODUCT LINE FROM THE WINCHESTER MANUFACTURERS LIST PRICE SCHEDULE

DISCOUNT 49%

VENDOR'S BALANCE OF PRODUCT LINE ITEMS

The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies, and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

VENDOR CONTACT INFORMATION:

Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

Greg Jurek Contact Person 413-774-2783 Local Telephone Number 800-628-8498 Toll Free Telephone Number
info@jurekbrothers.com E-mail Address www.jurekbrothers.com Company Website
Jurek Brothers, Inc. 59 School St., Greenfield, MA 01301 Vendor Company Name Vendor Address

ATTACHMENTS:

The following attachments are an integral part of this bid invitation:
Attachment A: Sample P-37 Form

Note: To be considered, bid shall be signed and notarized on front cover sheet in the space provided.

The Bid Opening is open to the public online at the following:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

+1 603-931-4944, 810050182# United States, Concord

Phone Conference ID: 810 050 182#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

DATE OF CHANGE: 7/15/2022

ADDENDUM #1 TO BID INVITATION # 2644-23

DATE OF BID CLOSING: 07/19/2022

TIME OF BID CLOSING: 11:00 AM (EST)

FOR: AMMUNITION - WINCHESTER

Currently Reads:

DELIVERY TIME:

The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within five (180) days from the placement of the order.

Change to Read:

DELIVERY TIME:

The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within one hundred and eighty (180) days from the placement of the order.

Currently Reads:

BID PRICES:

Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation.

Change to Read:

BID PRICES:

Bid prices shall remain firm for one year and may be adjusted on the anniversary date. Prices shall be in US Dollars and shall include delivery and all other costs required by this bid invitation.

PRICE ADJUSTMENTS:

On the anniversary date of this contract, the successful Vendor may request price adjustments, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty(30) days prior to the effective date of said price increase. In no case shall the percentage increase exceed cost levied upon the Contractor from their supplier/manufacture. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

Currently Reads:
OFFER:

ITEM	MFG/PART #	NUMBER OF ROUNDS PER STD CASE	PRICE PER 1000 ROUNDS	DELIVERY TIME (DAYS)
223 mm Ranger Power Point	WINCHESTER RA223R2	1000		
9mm 147 gr. "T" Series	WINCHESTER RA9MM1147FMJ	500		
9mm 115 gr. FMJ Std	WINCHESTER RA9124N (Q4172)	500		
.45 230 gr. "T" Series	WINCHESTER RA45T	500		
5.56mm 64 gr.	WINCHESTER RA556B	1000		
TOTAL			\$	

SHOW ONE FIRM DISCOUNT FOR BALANCE OF PRODUCT LINE FROM the WINCHESTER MANUFACTURERS LIST PRICE SCHEDULE

DISCOUNT _____ %

Change to Read:
OFFER:

ITEM	MFG/PART #	NUMBER OF ROUNDS PER STD CASE	PRICE PER 1000 ROUNDS	DELIVERY TIME (DAYS)
223 mm Ranger Power Point	WINCHESTER RA223R2	1000	589.00	180-360 Days ARD
9mm 147 gr. "T" Series	WINCHESTER RA9T	500	314.00	180-360 Days ARD
9mm 115 gr. FMJ Std	WINCHESTER RA9124N (Q4172)	500	324.00	180-360 Days ARD
.45 230 gr. "T" Series	WINCHESTER RA45T	500	399.00	180-360 Days ARD
5.56mm 64 gr.	WINCHESTER RA556B	1000	915.00	180-360 Days ARD
TOTAL			\$2,441.00	

SHOW ONE FIRM DISCOUNT FOR BALANCE OF PRODUCT LINE FROM the WINCHESTER MANUFACTURERS LIST PRICE SCHEDULE

DISCOUNT 49% %
(180-360 DAYS ARD)

Question:

Is the State willing to accept alternatives that are equal to Winchester ammunition?

Answer:

No. The State will not accept alternatives.

Question:

What is the estimated purchase quantity stated in the "estimated usage" section?

Answer:

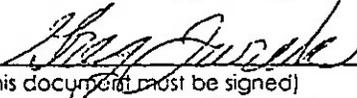
The State does not have that information readily available, but on average the amount of cases order through the current contract term is roughly two hundred (200) cases for each line item on the offer sheet.

PURCHASING AGENT: Christopher Lewis

E:Mail: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER Jurek Brothers, Inc. **ADDRESS** 59 School St., Greenfield, MA. 01301

BY 

(this document must be signed)

Greg Jurek **TEL. NO.** 413-774-2783

(please type or print name)

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.



MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST RANGER

CONFIDENTIAL - EFFECTIVE: January 1, 2022 - December 31, 2022

N.H.

Prices and specifications in this list supersede all previous lists and are subject to change without notice. Applicable F.E.T. indicated. Without F.E.T. is shown in the nearest empty cell. All weights are approximate. Average order weight included - 40 lbs.

CALIBER/GAUGE	SYMBOL	BRAND	BOX UPC	CASE UPC	DESCRIPTION	WT	CS	WT	BLK	ROUNDS PER CASE	PRICE W/ FET	PRICE W/O FET	PRICE W/O FET	PRICE W/O FET	
						CASE	PALLET	CS	CS	PER BOX	PER BOX	PER BOX	PER CASE	PER AN	
12 GAUGE	RA1200	RANGER	020892028797	020892020721	12 Gauge 2 3/4 inches 2 Shot Ranger Buckshot Load	28	104	2094	10	210	23	\$ 37.70	\$ 79.57	\$ 285.70	\$ 1,142.80
12 GAUGE	RA1200a	RANGER	020892013993	020892013405	12 Gauge 2 3/4 inches 2 Shot Ranger Buckshot Load	28	72	1892	30	250	5	\$ 6.10	\$ 5.54	\$ 277.00	\$ 1,106.00
12 GAUGE	RA1200b	RANGER	020892010202	020892013248	12 Gauge 2 3/4 inches 2 Shot Ranger Buckshot Load	24	104	2587	10	250	25	\$ 31.70	\$ 28.57	\$ 265.70	\$ 1,142.80
12 GAUGE	RA1200c	RANGER	020892013575	020892013573	12 Gauge 2 3/4 inches 2 Shot Ranger Buckshot Load	28	72	1852	30	253	5	\$ 6.10	\$ 5.54	\$ 277.00	\$ 1,106.00
12 GAUGE	RA1200d	RANGER	020892013673	020892013673	12 Gauge 2 3/4 inches 2 Shot Ranger Buckshot Load	27	104	2682	10	250	23	\$ 32.26	\$ 29.08	\$ 290.80	\$ 1,163.20
12 GAUGE	RA1200e	RANGER	020892010463	020892010870	12 Gauge 2 3/4 inches 2 Shot Ranger Buckshot Load	28	72	1916	30	250	5	\$ 6.75	\$ 6.06	\$ 304.00	\$ 1,218.00
12 GAUGE	RA1200f	RANGER	020892020481	020892020488	12 Gauge 2 3/4 inches 2 Shot Ranger Buckshot Load	28	72	1914	30	250	5	\$ 7.21	\$ 6.52	\$ 329.00	\$ 1,300.00
223 REM/556 NATO	RA223B	RANGER	020892218680	223B2218673	5.56mm 44 grain Ranger Bonded Solid Base	31	91	2901	50	1000	20	\$ 46.79	\$ 36.78	\$ 1,837.50	\$ 1,837.50
223 REM/556 NATO	RA223Bx	RANGER	020892226353	223B2220409	5.56mm 77 grain Ranger BTP	35	91	3263	50	1000	20	\$ 35.42	\$ 31.91	\$ 1,594.80	\$ 1,594.80
223 REM/556 NATO	RA223B7AY	RANGER	020892211187	020892223896	55 gr. Supreme® Ballistic Shrink™	7	170	1236	18	1000	28	\$ 35.90	\$ 32.35	\$ 1,617.90	\$ 1,617.90
223 REM/556 NATO	RA223BY	RANGER	020892213319	020892223956	59 gr. Match Hollow Point, Scatball	7	170	1236	18	1000	26	\$ 34.01	\$ 30.62	\$ 1,532.00	\$ 1,532.00
223 REM/556 NATO	RA223RY	RANGER	020892213323	020892223912	55 gr. Polymec Soft Point	8	170	1168	10	1000	20	\$ 26.74	\$ 23.64	\$ 1,182.00	\$ 1,182.00
223 REM/556 NATO	RA223RY	RANGER	020892213357	020892223929	54 gr. Power-Point Knurl	7	170	1202	10	1000	20	\$ 25.48	\$ 23.27	\$ 1,193.00	\$ 1,193.00
223 REM/556 NATO	RA223B55K	RANGER	020892211730	020892215617	57 gr. Penetrator M855	31	91	3201	50	1000	20	\$ 27.72	\$ 25.02	\$ 1,001.00	\$ 1,001.00
35 WINCHESTER	RA3085	RANGER	020892218773	22822218833	150 gr. Ranger Point	11	153	1763	10	200	20	\$ 33.40	\$ 32.70	\$ 337.00	\$ 1,645.30
308 WINCHESTER	RA3088	RANGER	020892228853	020892228950	166 gr. Bonded	12	153	1915	10	200	20	\$ 58.89	\$ 53.39	\$ 533.90	\$ 2,959.30
357 SIG	RA357B	RANGER	020892214790	020892214767	125 gr. Jacketed Hollow Point Bonded	16	140	2250	10	300	53	\$ 69.71	\$ 64.70	\$ 647.00	\$ 1,294.00
357 SIG	RA357BGT	RANGER	020892215568	020892211575	125 gr. Jacketed Hollow Point T-Series	16	140	2250	10	300	50	\$ 57.29	\$ 52.12	\$ 511.20	\$ 962.40
38 SPECIAL +P	RA3811C+P	RANGER	020892220211	020892220944	110 gr. Jacketed Hollow Point +P	15	160	2480	10	500	50	\$ 42.00	\$ 36.04	\$ 360.40	\$ 720.40
38 SPECIAL +P	RA388	RANGER	020892218192	020892218708	130 gr. Jacketed Hollow Point Bonded	16	180	2540	10	520	50	\$ 45.19	\$ 41.61	\$ 416.10	\$ 832.20
360 AUTOMATIC	RA360T	RANGER	020892212510	020892212527	95 gr. Jacketed Hollow Point T-Series	12	200	2450	10	500	23	\$ 46.78	\$ 34.73	\$ 347.30	\$ 734.80
40 SMITH & WESSON	RA401921P	RANGER	020892220258	020892220914	160 gr. Jacketed Hollow Point	21	140	3020	10	500	53	\$ 34.87	\$ 31.43	\$ 314.30	\$ 628.60
40 SMITH & WESSON	RA40R	RANGER	020892214756	020892214534	160 gr. Bonded	21	140	2950	10	500	50	\$ 44.83	\$ 40.49	\$ 404.90	\$ 809.80
40 SMITH & WESSON	RA40B	RANGER	020892228814	020892228821	160 gr. Bonded	21	140	3020	10	500	50	\$ 37.26	\$ 33.82	\$ 338.20	\$ 676.40
40 SMITH & WESSON	RA40T	RANGER	020892210800	020892210297	165 gr. Jacketed Hollow Point T-Series	21	140	3020	10	500	53	\$ 34.29	\$ 31.32	\$ 313.20	\$ 626.40
40 SMITH & WESSON	RA40TA	RANGER	020892212497	020892212503	165 gr. Jacketed Hollow Point T-Series	21	140	2950	10	500	50	\$ 34.22	\$ 31.26	\$ 312.60	\$ 625.20
45 AUTOMATIC	RA45B	RANGER	020892216811	020892214828	230 gr. Bonded	26	140	1800	10	500	56	\$ 52.80	\$ 47.47	\$ 474.70	\$ 949.40
45 AUTOMATIC	RA45B1	RANGER	020892228538	020892228445	230 gr. Bonded	24	140	3370	10	500	56	\$ 65.73	\$ 60.52	\$ 605.20	\$ 1,210.40
45 AUTOMATIC	RA45T	RANGER	020892212448	020892210455	230 gr. Jacketed Hollow Point T-Series	26	140	3830	10	500	50	\$ 42.96	\$ 39.12	\$ 391.20	\$ 782.40
45 AUTOMATIC	RA45TP	RANGER	020892213272	020892213289	230 gr. Jacketed Hollow Point T-Series +P	28	140	3720	10	500	50	\$ 48.48	\$ 42.07	\$ 420.70	\$ 841.40
45 GAP CLOCK AUTOMATIC PISTOL	RA45CB	RANGER	020892217483	020892217492	230 gr. Bonded	28	140	7600	10	500	60	\$ 70.78	\$ 63.70	\$ 637.00	\$ 1,274.00
9MM LUGER	RA9114P+	RANGER	020892220342	020892220083	115 gr. Jacketed Hollow Point +P	14	200	2840	10	500	56	\$ 32.29	\$ 29.10	\$ 291.00	\$ 582.00
9MM LUGER	RA9121P	RANGER	020892214248	020892214253	124 gr. Jacketed Hollow Point +P T-Series	15	200	2900	10	500	56	\$ 34.84	\$ 31.40	\$ 314.00	\$ 628.00
9MM LUGER	RA9B	RANGER	020892214736	020892214743	147 gr. Bonded	14	200	2880	10	500	50	\$ 43.19	\$ 39.10	\$ 391.00	\$ 782.00
9MM LUGER	RA9B1	RANGER	020892226191	020892226197	147 gr. Bonded	17	200	3480	10	500	50	\$ 31.15	\$ 28.10	\$ 281.00	\$ 562.00



**MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST
FRANGIBLE**

CONFIDENTIAL - EFFECTIVE: January 1, 2022 - December 31, 2022

Prices and specifications in this list supersede all previous lists and are subject to change without notice. Applicable F.E.T. included. Without F.E.T. is shown to the nearest penny. All weights are approximate. Average pallet weight included - 80 lbs

N.H.

CALIBER/USE	MANUFACTURER SYMBOL	BRAND	SKU		CASE	QTY	CASE	PALLET	SQUAD	CASE	BOX	PRICE PER BOX	PRICE PER CASE	PRICE PER CASE	PRICE PER CASE
			UPC	UPC											
12 GAUGE	RA1200SF	Ranger	020892018156	020892018163	12 Gauge 2.34 inch Frangible Shotgun	22	10	2342	10	250	25	\$ 78.41	\$ 71.55	\$ 715.50	\$ 2,882.00
12 GAUGE	RA12R8SF	Ranger	020892018118	020892018125	12 Gauge 2.34 inch Frangible Shotgun	22	10	2384	10	250	25	\$ 83.56	\$ 84.29	\$ 842.90	\$ 3,371.60
22 REMINGTON	RA22R8FY	Ranger	020892214224	020892223038	22 REM - 55 gr. - Blunt	7	178	1308	10	1800	20	\$ 33.03	\$ 30.49	\$ 1,524.00	\$ 1,524.00
9.36 MM	US835SJF		00827219619	020892219623	9.36MM 50 gr. JF	29	81	2719	80	1800	30	\$ 32.26	\$ 29.06	\$ 1,483.00	\$ 1,453.00
357 SIG	RA357SF	Ranger	020892214288	020892214695	357 SIG Frangible SF™	13	140	1900	10	800	80	\$ 72.27	\$ 65.12	\$ 651.20	\$ 1,302.40
40 SMITH & WESSON	RA40SF	Ranger	020892214101	020892214118	40 gr. Frangible SF™	13	146	2200	10	500	80	\$ 81.21	\$ 55.22	\$ 552.20	\$ 1,104.40
45 AUTO	RA45SF	Ranger	020892214200	020892214217	45 AUTO 40 - 15 gr. Blunt	31	140	3029	10	500	80	\$ 78.64	\$ 83.06	\$ 680.80	\$ 1,361.20
45 GAP CLOCK AUTO PISTOL	RA45GSA	Ranger	020892214699	020892214705	45 G.A.P. 175 gr. Blunt	26	149	1440	10	500	80	\$ 88.62	\$ 79.81	\$ 798.10	\$ 1,597.00
9MM LUGER	RA9SF	Ranger	020892214054	020892214071	90 gr. Frangible SF™	13	220	2480	10	500	80	\$ 54.81	\$ 49.21	\$ 492.10	\$ 984.20
9MM LUGER	RA9SF1	Ranger	020892214262	020892214278	90 gr. Frangible SF™	13	220	2280	10	500	80	\$ 48.26	\$ 41.86	\$ 418.60	\$ 837.60
9MM LUGER	US9SF	Winchester	020892223132	020892223149	90 Grain Win-LF	13	220	2480	10	800	80	\$ 44.81	\$ 40.50	\$ 405.00	\$ 810.00



MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST
HANDGUN

CONFIDENTIAL - EFFECTIVE: January 1, 2022 - December 31, 2022

Prices and specifications in this list supersede all previous lists and are subject to change without notice.
All weights are approximate. Average sale weight included - 80 lbs.

N.H.



CALIBER	SYMBOL	LEAD FREE	BRAND	BOX UPC	CASE UPC	WT GR	DESCRIPTION	CUBIC INCH	WT CASE	CS/ PALLET	WT/ PALLET	BOX CASE	PCS PER BOX	RDS PER BOX	PRICE W/ FET /BOX	PRICE W/O FET /BOX	PRICE W/O FET /CASE	PRICE W/O FET /M
38 AUTOMATIC	QATS		Winchester	12487201641	02487202627	30	38 S&W Full Metal Jacket	221	7	254	1758	12	220	54	106.43	1 34.43	1 342.36	1 992.89
38 AUTOMATIC	QATS		Winchester	12487201679	02487202644	31	38 S&W Full Metal Jacket	221	17	254	1758	10	220	54	103.11	1 36.86	1 388.43	1 798.89
38 AUTOMATIC	A32481		BLUETTI	780	780	30	38 AUTO BLUETTI 38 S&W	221	12	254	1758	12	220	54	104.28	1 34.99	1 349.90	1 992.89
38 AUTOMATIC	QATS		PRIMO	02487201612	02487202644	31	38 S&W Blended Copper Jacket	221	9	254	1758	10	220	54	100.00	1 37.11	1 371.12	1 992.89
38 AUTOMATIC	WCM1		Blanco	02487201727	02487202744	31	38 S&W WCM1	214	12	254	1758	10	220	54	104.28	1 34.99	1 349.90	1 992.89
38 AUTOMATIC	QATS		Winchester	12487201672	02487202644	31	38 S&W Full Metal Jacket	214	12	254	1758	10	220	54	104.28	1 34.99	1 349.90	1 992.89
38 SPECIAL	QATS		Super-X	02487201778	02487202644	158	38 S&W Lead Free Blended Copper	214	12	254	1758	10	220	54	100.00	1 37.11	1 371.12	1 992.89
38 SPECIAL	QATS		Super-X	02487201785	02487202644	158	38 S&W Lead Free Blended Copper	214	12	254	1758	10	220	54	101.71	1 37.16	1 371.62	1 743.25
38 SPECIAL	QATS		Super-X	02487201791	02487202644	158	38 S&W Lead Free Blended Copper	214	12	254	1758	10	220	54	102.44	1 38.24	1 382.42	1 764.84
38 SPECIAL	QATS		Super-X	02487201828	02487202644	158	38 S&W WCM1	214	12	254	1758	10	220	54	102.24	1 38.08	1 380.80	1 861.00
38 SPECIAL	USA28P		Winchester	02487201799	02487202753	171	38 S&W Blended Copper	214	12	254	1758	10	220	54	103.94	1 38.22	1 382.20	1 895.40
38 SPECIAL	QATS		Winchester	02487201834	02487202644	152	38 S&W Lead Free Blended Copper	214	12	254	1758	10	220	54	104.37	1 38.53	1 385.30	1 768.60
38 SPECIAL	QATS		Winchester	02487201871	02487202644	158	38 S&W Full Metal Jacket	214	12	254	1758	10	220	54	107.99	1 39.42	1 394.20	1 878.40
38 SPECIAL	QATS		Super-X	02487201782	02487202644	158	38 S&W Blended Copper	214	12	254	1758	10	220	54	107.42	1 39.40	1 394.00	1 878.00
38 SPECIAL	QATS		Super-X	02487201784	02487202644	158	38 S&W Lead Free Blended Copper	214	12	254	1758	10	220	54	104.42	1 38.17	1 381.70	1 763.40
38 SPECIAL	USA28P		Winchester	02487201773	02487202753	171	38 S&W Blended Copper	214	12	254	1758	10	220	54	107.22	1 39.62	1 396.20	1 874.40
38 SPECIAL	QATS		BLUETTI	780	780	171	38 S&W BLUETTI 38 S&W	214	12	254	1758	10	220	54	104.14	1 38.76	1 387.60	1 867.60
380 LUGER	W23		Super-X	02487201812	02487202644	147	380 g. WCM1	314	14	254	1758	10	220	54	128.46	1 29.89	1 298.90	1 912.00
380 LUGER	W23		Super-X	02487201793	02487202644	134	380 g. WCM1	314	15	254	1758	10	220	54	117.43	1 34.73	1 347.30	1 484.40
380 LUGER	W23		Super-X	02487201835	02487202644	148	380 g. WCM1	314	14	254	1758	10	220	54	126.90	1 34.71	1 347.10	1 484.40
380 LUGER	W23		USA 28P	02487201811	02487202753	148	380 g. PVS. Blended Copper Lead Core	420	27	254	1758	10	220	54	119.42	1 34.37	1 343.70	1 479.10
380 LUGER	W23		USA 28P	02487201812	02487202753	148	380 g. PVS. Blended Copper Lead Core	314	14	254	1758	10	220	54	123.74	1 34.43	1 344.30	1 428.00
380 LUGER	W23		BLUETTI	780	780	147	380 g. Full Metal Jacket	314	12	254	1758	10	220	54	121.63	1 35.05	1 350.50	1 514.00
380 LUGER	W23		Winchester	02487201817	02487202644	147	380 g. Blended Copper	314	17	254	1758	10	220	54	129.94	1 35.26	1 352.60	1 528.00

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HANDGUN-6



**MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST
RIMFIRE**

N.H.

CONFIDENTIAL - EFFECTIVE: January 1, 2022 - December 31, 2022
Prices and specifications in this list supersede all previous lists and are subject to change without notice.
All weights are approximate. Average net weight included - 80 lbs.

Category	SYMBOL	LEAD FREE	PACK	BRAND	BOX UPC	CASE UPC	Caliber	BULLET TYPE	WT PER CASE	CUBIC INCH CASE	WT CASE	CS PALLET	WT PALLET	BAV CASE	ROB PER CASE	ROB PER BOX	PRICE W/ FET /BOX	PRICE W/O FET /BOX	PRICE W/O FET /CASE	PRICE W/O FET /M
22 CALIBER	X77LR		PAPER	REM-UMC	32087109218	07082102783	22 Long Rm	Lead Round Nose	49	477	40	88	3740	100	9000	30	\$6.63	\$ 8.13	\$ 613.00	\$ 122.40
22 CALIBER	X77LR		PAPER	REM-UMC	32087109218	07082102783	22 Long Rm	Lead Round Nose	49	477	40	88	3740	100	9000	30	\$6.63	\$ 8.13	\$ 613.00	\$ 122.40
22 CALIBER	811-RT		BLACK	W-22	04029110272	07082102774	22 Long Rm	W-22 Round Nose	47	204	15	108	2122	8	1500	100	\$123.15	\$ 112.00	\$ 221.50	\$ 116.25
22 CALIBER	811-RT		BLACK	W-22	04029110272	07082102774	22 Long Rm	W-22 Round Nose	47	204	15	108	2122	8	1500	100	\$123.15	\$ 112.00	\$ 221.50	\$ 116.25

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RIMFIRE-9

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of Jurek Brothers Inc. held on *December 28, 2021 at which all the Directors were present or waived notice, it was voted that Gregory P. Jurek, President of this company be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate Seal thereto, and such execution of any contract of obligation in this company's name on its behalf by such Gregory P. Jurek under seal of the company, shall be valid and binding upon this company.

A TRUE COPY,

*This date must be on or before
the date of the contract.

ATTEST: Nicholas P. Jurek
Nicholas P. Jurek, Clerk of Corp.

Place of
Business 59 School Street
Greenfield, MA. 01301

I hereby certify that I am the clerk/secretary of Jurek Brothers Inc. that Gregory P. Jurek is the duly elected President of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Nicholas P. Jurek 8-8-2021
(Clerk or Secretary) (Corporate Seal)
Nicholas P. Jurek

