

MA 18P 1611170000000000056  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 11/17/16

**Expiration Date:** 11/30/22

**Master Agreement Description:** Ammunition Select Winchester

**Buyer Information**

Sue Garcia 207-624-7338 ext. SUE.H.GARCIA@MAINE.GOV

**Issuer Information**

Jaye-Ellen Parker 207-626-3831 ext. jaye-ellen.parker@maine.gov

**Requestor Information**

David Tripp 207-624-8923 ext. david.w.tripp@maine.gov

**Agreement Reporting Categories**

**Reason For Modification:** Extending MA with price increase and adding additional items requested by State Police.

**Authorized Departments**

16A PUBLIC SAFETY  
ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC1000047082

**Vendor Name**

JUREK BROS INC

**Alias/DBA**

**Vendor Address Information**

59 SCHOOL ST

GREENFIELD, MA 01301  
US

**Vendor Contact Information**

GREG JUREK  
413-774-2783 ext.  
info@jurekbrothers.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** JUREK BROS INC

**Commodity Line #:** 1

**Commodity Code:** 68004

**Commodity Description:** Ammunition Select Winchester

**Commodity Specifications:** Extending MA with increase in pricing and adding additional items.

**Commodity Extended Description:** Ammunition Select Winchester. Must be new ammunition. Reloads or independence ammo are not acceptable.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
0		
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00		
<b>Catalog Name</b>	<b>Discount</b>	
Jurek Winchester Ammo	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>
	11/17/16	11/30/22

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.  
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:  
*David Morris* 10/26/2021  
Signature \_\_\_\_\_ Date

David Morris, Deputy Chief Procurement  
Officer

Vendor: Jurek Brothers, Inc.  
DocuSigned by:  
*Greg Jurek* 10/26/2021  
Signature \_\_\_\_\_ Date

Greg Jurek President  
\_\_\_\_\_  
Print Representative Name and Title

# JUREK BROTHERS INC.

EST. 1928

59 SCHOOL STREET – P.O. BOX 408

GREENFIELD, MA. 01301

LAW ENFORCEMENT DISTRIBUTORS  
OF QUALITY POLICE EQUIPMENT

PHONE: (800) 628-8498

(413) 774-2784

FAX: (413) 772-2988

E-MAIL: [info@jurekbrothers.com](mailto:info@jurekbrothers.com)

Web: [www.jurekbrothers.com](http://www.jurekbrothers.com)

OCTOBER 6, 2021

STATE OF MAINE  
DIVISION OF PROCUREMENT SERVICES  
ATTN: SUE GARCIA, PROCUREMENT ANALYST II  
BURTON M. CROSS OFFICE BUILDING  
9 STATE HOUSE STATION  
AUGUSTA, MAINE 04333

RE: NEW PRICING FOR 1 YEAR CONTRACT EXTENSION

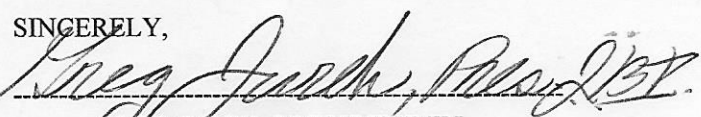
TO WHOM IT MAY CONCERN,

JUREK BROTHERS, INC. CAN EXTEND THE CURRENT CONTRACT #MA 161117-056 FOR ONE YEAR UNTIL NOVEMBER 30, 2022 SUBJECT TO THE FOLLOWING PRICE CHANGE. PLEASE NOTE THAT NEW AMMUNITION ORDERS ARE CURRENTLY TAKING FROM 6 TO 12 MONTHS FOR DELIVERY.

## WINCHESTER

#Q3131 5.56 55GR FMJ	20 PER BOX, 50 BOXES PER CASE, 1,000 ROUNDS PER CASE	\$359.00/CASE
#RA556B 5.56 64GR. BONDED	20 PER BOX, 50 BOXES PER CASE, 1,000 RDS. PER CASE	\$785.00/CASE
#RA223SFY .223 55GR.	20 PER BOX, 50 BOXES PER CASE, 1,000 ROUNDS PER CASE	\$685.00/CASE
#Q4170 45ACP 230GR. FMJ	50 PER BOX, 10 BOXES PER CASE, 500 ROUNDS PER CASE	\$143.00/CASE
#RA45SF 45ACP 155GR.	50 PER BOX, 10 BOXES PER CASE, 500 ROUNDS PER CASE	\$301.00/CASE
#RA45TP 45ACP 230GR. JHP	50 PER BOX, 10 BOXES PER CASE, 500 ROUNDS PER CASE	\$189.00/CASE
#USA9MM 9MM 124GR. FMJ	50 PER BOX, 10 BOXES PER CASE, 500 ROUNDS PER CASE	\$109.00/CASE
#RA9124N 9MM 124GR. FMC NATO	50 PER BOX, 10 BOXES PER CASE, 500 ROUNDS PER CASE	\$115.00/CASE
#RA9SF 9MM 100GR. FRANGIBLE	50 PER BOX, 10 BOXES PER CASE, 500 ROUNDS PER CASE	\$220.00/CASE

IF YOU HAVE ANY QUESTIONS PLEASE DO NOT HESITATE TO CONTACT ME. (413) 774-2783.

SINCERELY,  
  
GREG JUREK, PRESIDENT JBI

**RIDERS**

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form
<input checked="" type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input checked="" type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input type="checkbox"/>	Other – Included at Department's Discretion

**RIDER A**  
**Scope of Work and/or Specifications**  
**Ammunition**  
**MA 161117-056**

**COMMODITY ITEM:** Ammunition, Select Winchester. Please see MA spreadsheet for items.

**Note:** Adding USA9MM; RA9124N & RA9SF

**CONTRACT PERIOD:** Through November 30, 2022.

**CONTACT PERSON:** The contact person will help consumers place orders, inquire about orders that have not been delivered, any and all shipping issues, quality issues, and any issues pertaining to this Master Agreement. All orders not submitted through a DO will be sent through the contractor's contact person. The contact person will be: Greg Jurek, **Tel:** 413-774-2783, **Email:** [info@jurekbrothers.com](mailto:info@jurekbrothers.com)

**EXTENSION OF CONTRACT:** The Director of Procurement Services may, with the consent of the contractor extend the Contract period beyond the indicated expiration date.

**CANCELLATION OF CONTRACT:** The Division of Procurement Services reserves the right to cancel a contract with a thirty-day written notice OR cancel immediately if the contractor does not conform to terms and conditions and specifications of contract.

**BID PRICES:** Prices shown are to be net including transportation charges fully pre-paid by the contractor FOB destination. Prices are to remain firm for the duration of the contract.

**QUANTITIES:** All purchases must be made in case lots. Case sizes are listed below. It is understood and agreed that the contract will cover the **actual quantities** required by State Agency over the length of the contract.

**ORDERING PROCEDURE:** Delivery orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used the DO will be e-mailed to the email address set up in AdvantageME by the Vendor as a .pdf file. Orders less than \$5000.00 can be ordered using a P-Card.

**FEDERAL EXCISE TAX CERTIFICATE:** Any purchasing agency or department must sign and mail back the required Federal Excise Tax Certificate with each Purchase. They are order specific and must have original signatures

**DELIVERY:** The Contractor will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

**USING DEPARTMENTS:** All State of Maine Law Enforcement departments will be able to utilize this Master Agreement.

**QUARTERLY REPORT:** The Division of Procurement Services **requires a quarterly report of sales** be e-mailed to Sue.h.Garcia@maine.gov within 30 days of the end of each calendar quarter. It will be the responsibility of the vendor to produce a quarterly report. The report must include the dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments.

**PROCUREMENT CARD:** State policy requires vendors to accept the State of Maine Procurement Card (P-Card) as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

**Municipality Political Subdivision and School District  
Participation Certification**

**RFQ # 16A 161027-265**

**Ammunition, PS Master Agreement**

Bidder's Organization Name: JUREK BROTHERS INC.

Authorized By: GREG JUREK

Date: NOVEMBER 9, 2016

The Division of Purchases is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes

Yes with conditions as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

No

**RIDER B  
TERMS AND CONDITIONS**

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
  - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
  - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
  - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
  - d. The term “Division” shall refer to the State of Maine Division of Purchases.
  - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
  - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
  
- 2. WARRANTY:** The Contractor warrants the following:
  - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
  - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
  - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
  - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
  - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

- 3. TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.



**4. PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**5. DELIVERY:** Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

**6. FORCE MAJEURE:** The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

**7. INSPECTION:** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles or work shall be made unless specified by the Division.

**8. INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

**9. ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

**10. TERMINATION:** The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

**11. NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**12. COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the

grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**13. INTERPRETATION:** This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

**14. DISPUTES:** The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

**15. ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

**16. STATE HELD HARMLESS:** The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

**17. SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**18. WAIVER:** The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

**19. MATERIAL SAFETY:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

**20. COMPETITION:** By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

**21. INTEGRATION:** All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

RIDER C  
EXCEPTIONS

N/A

## Appendix A

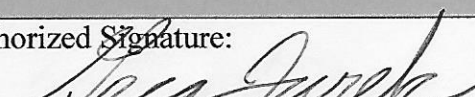
**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name: Jurek Brothers, Inc.		
Chief Executive - Name/Title: Greg Jurek , President		
Tel:413-774-2783	Fax:	E-mail:sales@jurekbrothers.com
Headquarters Street Address: 59 School St.		
Headquarters City/State/Zip: Greenfield, Ma. 01301		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Same		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: Greg Jurek	Title: President
Authorized Signature: 	Date: Sept. 28, 2021

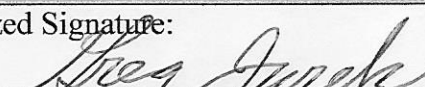
### Debarment, Performance, and Non-Collusion Certification

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name: Greg Jurek	Title: President
Authorized Signature: 	Date: Sept. 28, 2021

DEPARTMENT OF THE TREASURY  
BUREAU OF ALCOHOL, TOBACCO, AND FIREARMS

**EXEMPTION CERTIFICATE**

(For use by States and local governments (section 4221(a)(4) of the Internal Revenue Code).)

(Date) \_\_\_\_\_, 20\_\_\_\_.

I hereby certify that I am \_\_\_\_\_  
(Title of Officer)

of \_\_\_\_\_; that I am authorized to execute this certificate; and that  
(State or local government)

(check applicable type of certificate):

The article or article specified in the accompanying order, or on the reverse side hereof, (or)

All orders placed by the purchaser for the period commencing \_\_\_\_\_  
(Date)  
and ending \_\_\_\_\_ (period not to exceed 12 calendar quarters).  
(Date)

are, or will be, purchased from OLIN WINCHESTER, LLC. for the  
(Name of manufacturer)

exclusive use of \_\_\_\_\_  
(Governmental unit)

of \_\_\_\_\_  
(State or local government)

I understand that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use<sup>1</sup>. I understand that the fraudulent use of this certificate for the purpose of securing this exemption will subject me and all parties making such fraudulent use of this certificate to all applicable criminal penalties under the Internal Revenue Code.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
ADDRESS

ATF 5600.35 (2-94)

<sup>1</sup> A sale of an article to a State or local government for resale is not considered to be a sale for the "exclusive use" of the State or local government, within the meaning of 4221(a)(4) of the code, and, therefore, such sales may not be made tax-free. Such sales may not be made tax-free even if the resales are made to government employees, or the article is an item of equipment the employee is required to possess in carrying out his duties.





## **The Winchester Warranty**

As manufacturer of the products provided, we warrant that these products comply with Winchester's exact specifications. They are free from defects in both material and workmanship. In the event that, within one year of product delivery date, Winchester establishes through investigation and testing that the products are defective, either in workmanship or material, Winchester will at its option, repair or replace the defective product free of charge, F.O.B. Winchester's East Alton Facility. These are buyer's exclusive remedies for claims under this Warranty. WINCHESTER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If there are questions or should you need assistance, call our Product Service Department at (800) 356-2666 or (618) 258-2000.



October 18, 2021

Mr. Greg Jurek  
PO Box 408  
Greenfield, MA 01301

RE: **State of Maine**

Mr. Jurek:

Each year Winchester establishes costs for all products/symbols. These calculations are highly individualized to each product; based on (but not limited to) raw commodities, different types of components utilized, varied processes for a particular item, run time/manufacturing costs associated with volume and overall efficiency related to each product.

Since the initial pricing for this contract, product costs were recalculated & adjusted as is done periodically. These fluctuations are representative in the pricing provided to Jurek Brothers/Winchester LE Distributor for this renewal on subject items.

Both Jurek Brothers & Winchester recognize the importance of this contract to our respective businesses. It is Winchester's intent to always be competitive on pricing & provide value to our law enforcement contract partners. The pricing submitted for this renewal is reflective of these ideals.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Brennan".

George S. Brennan  
Senior Manager, Law Enforcement Sales  
600 Powder Mill Road  
East Alton, IL 62024

mlp  
gb21-294

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC1000047082	Q3131	JUREK BROS INC	WINCHESTER	Q3131	68004	Ammunition, Winchester Q3131 5.56 Cal, 55Gr	PS, 20 per box, 50 box per case, 1000 rounds per case	Case	\$359.00	365
VC1000047082	RA556B	JUREK BROS INC	WINCHESTER	RA556B	68004	Ammunition, Winchester RA556B 5.56 Cal, 64Gr Bond Solid Base	PS, Bonded Solid Base, 20 per box, 50 box per case, 1000 rounds per case	Case	\$785.00	365
VC1000047082	RA223SF	JUREK BROS INC	WINCHESTER	RA223SF	68004	Ammunition, Winchester RA223SF .223 Cal, 55Gr. Frangible	PS, 20 per box, 50 box per case, 1000 rounds per case	Case	\$685.00	365
VC1000047082	Q4170	JUREK BROS INC	WINCHESTER	Q4170	68004	Ammunition, Winchester Q4170 .45, ACP, 230Gr, TMJ or FMJ	PS, 50 per box, 10 box per case, 500 rounds per case	Case	\$143.00	365
VC1000047082	RA45SF	JUREK BROS INC	WINCHESTER	RA45SF	68004	Ammunition, Winchester RA45SF .45 ACP, 155 Gr Frangible	PS, 50 per box, 10 box per case, 500 rounds per case	Case	\$301.00	365
VC1000047082	RA45TP	JUREK BROS INC	WINCHESTER	RA45TP	68004	Ammunition, Winchester RA45TP .45 ACP, 230 Gr, JHP	PS, 50 per box, 10 box per case, 500 rounds per case	Case	\$189.00	365

**NEW ITEMS**

VC1000047082	USA9MM	JUREK BROS INC	WINCHESTER	USA9MM	68004	Ammunition, Winchester USA9MM 124 Gr. FMJ	PS, 50 per box, 10 box per case, 500 rounds per case	Case	\$109.00	365
VC1000047082	RA9124N	JUREK BROS INC	WINCHESTER	RA9124N	68004	Ammunition, Winchester RA9124N 9MM, 124 Gr. FMC NATO	PS, 50 per box, 10 box per case, 500 rounds per case	Case	\$115.00	365
VC1000047082	RA9SF	JUREK BROS INC	WINCHESTER	RA9SF	68004	Ammunition, Winchester RA9SF, 9MM, 100 Gr. Frangible	PS, 50 per box, 10 box per case, 500 rounds per case	Case	\$220.00	365