

MODIFICATION

**State of Maine****Master Agreement****Effective Date:** 10/16/15**Expiration Date:** 10/15/18**Master Agreement Description:** Ballistic Vests, Safariland SM02, SM02F Type II, IIIA**Buyer Information**

William Allen

207-624-7871 ext. NULL WJE.Allen@maine.gov

**Issuer Information**

JAYE PARKER

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

**Requestor Information**

Brian Scott

207-624-7203 ext. brian.p.scott@maine.gov

**Authorized Departments**

ALL

**Vendor Information****Vendor Line #: 1****Vendor ID**

VS0000017229

**Vendor Name**

Atlantic Tactical, Inc

**Alias/DBA****Vendor Address Information**

763 Corporate Circle

New Cumberland, PA 17070

US

**Vendor Contact Information**

Customer Service

717-774-3339 ext. 0

customerservice@atlantictactical.com

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** Atlantic Tactical, Inc

**Commodity Line #:** 1

**Commodity Code:** 68008

**Commodity Description:** PS Ballistic Vest - Safariland NO SUBS

**Commodity Specifications:** Will accept orders from political subdivisions and school districts in Maine at the prices quoted unconditionally.

**Commodity Extended Description:** Will accept orders from political subdivisions and school districts in Maine at the prices quoted unconditionally.

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b> 45	<b>Free on Board</b>	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b>	<b>Service End Date</b>
<b>Catalog Name</b> Atlantic Tactical Ballistic Vest	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b> 10/16/15	<b>Discount End Date</b> 10/15/18

**MASTER AGREEMENT TERMS AND CONDITIONS**

**Safariland Ballistic Vest**

**MA 18P 151016-069**

**COMMODITY:** Safariland Ballistic Vests. SM02 Type II, SM02F Type II, SM02 Type IIIA, SM02F Type IIIA, ABA, SX02 and assorted associated accessories, NO SUBSTITUTIONS without The Division of Purchases approval.

**CONTRACT PERIOD:** Immediately thru October 15, 2016 with three (3) possible one (1) year options for renewals. **Second Renewal Period through October 15, 2018**

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

**CANCELLATION OF CONTRACT:** The Division of Purchases 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.

**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:** It is understood and agreed that the contract will cover the **actual quantities** required by State Agencies over the length of the contract.

**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 within the contracted time period.

**ORDERING PROCEDURE:** Delivery Orders (DO) will be created in AdvantageME for all orders against Master Agreements (MA), unless the State of Maine Procurement Card is used for payment. Orders in the amount of \$5,000.00 or less will be e-mailed by the using agency to the Vendor as a .pdf file. Delivery Orders in amounts greater than \$5,000.00 will workflow to the Division of Purchases' Buyers for approval and encumbrance. The Division of Purchases will e-mail the .pdf order to the Vendor.

**PROCUREMENT CARD:** State policy requires vendors to accept the State of Maine Procurement 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.

**CONTRACT USAGE Usage:** Contract will be utilized primarily by the Maine State Police, Public Safety, Inland Fisheries and Wildlife and Corrections however will be open to all State of Maine departments requiring body armor.

**OPPORTUNITIES FOR POLITICAL SUBDIVISIONS AND SCHOOL DISTRICTS:**

The Division of Purchases is committed to providing purchasing opportunities for political subdivisions and school districts in Maine by allowing them access, through our vendors, to our contract pricing. The successful bidder's willingness to extend contract pricing to these entities will be considered in making this award.

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

Yes, unconditionally.

Yes, with conditions. Specify: \_\_\_\_\_

No.

## **PRODUCT SPECIFICATIONS:**

Each unit of armor (ballistic panels) shall be new, unused, constructed of the highest quality material.

Body Armor Vests must be NIJ certified, NIJ Standard 0101.06, and listed on the CPL.

Each unit must be custom fit and made to measurements. Contractor will provide factory trained personnel to take individual measurements to ensure proper fit. Measurements and fittings will be done at a site or sites designated by the requesting department.

Each vest must be guaranteed for the fit of custom-measurements. Seller must agree to provide alterations or replacement free, until wearer is satisfied. Any vest issued that does not fit properly shall be returned to the distributor to be sent to the manufacturer for alterations at their cost. All such fit adjustments shall be performed in fourteen (14) days or less.

Each vest must be packaged individually in a protective plastic bag and shipped in a specially designed protective cardboard box. Each bag shall have the employee's name clearly marked for easy identification. The armor shall lie flat with the front panel laid over the back panel with the straps neatly attached.

Each vest must be shipped in a shipping carton that shall have no voids or slack space that will allow crushing or distortion from stacking.

All vests must be free from any defects affecting durability, serviceability, appearance, or the safety of the user. Workmanship and construction details, cutting, stitching, and finishing shall be in all cases in accordance with first-class commercial textile standard practices for the intended purpose.

**Warranty** - Each unit of armor (ballistic panel) provided by the bidder under this bid shall be warranted for a minimum of five (5) years to be free from all defects in materials and workmanship. The permanent cover shall be warranted for a minimum of three (3) years and the removable carriers for one and a half (1 ½) years. Any armor, cover or carrier exhibiting defects during the warranty period shall be replaced without cost, including freight, by the contractor and/or manufacturer.

**Liability Insurance** – Manufacturer must have at least \$25,000,000.00 in product liability insurance and provide evidence of that with the bid.

All items ordered will be shipped FOB destination to address provided by the department at the time the order is placed.

MANUFACTURER PART NUMBER	SUPPLIER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
SM02-II	SM02-II	Ballistic Vest, Safariland SM02-II, Male	Level II	EA	\$618.00	45
SM02F-II	SM02F-II	Ballistic Vest, Safariland SM02F-II, Female	Level II	EA	\$618.00	45
SM02-III	SM02-III	Ballistic Vest, Safariland SM02-III, Male	Level III	EA	\$698.00	45
SM02F-III	SM02F-III	Ballistic Vest, Safariland SM02F-III, Female	Level III	EA	\$698.00	45
887-5X8	IMPAC HT 5X8	Special Threat Plate 5 x 8	887-5X8	EA	\$76.00	45
IMPAC HT 5X7	IMPAC HT 5X7	Special Threat Plate 5 x 7	NA	EA	\$76.00	45
887-7X9	IMPAC HT 7X9	Special Ballistic Threat Plate 7 x 9	887-7X9	EA	\$84.00	45
IMPAC HT 10X12	IMPAC HT 10X12	Special Ballistic Threat Plate 10 x 12	NA	EA	\$109.00	45
DN 6226	DN 6226	Carrier, Outer	NA	EA	\$106.00	45
SCA-APX2	SCA-APX2	Carrier, Inner Concealable	NA	EA	\$73.40	45
BAG-SAF-ABA	BAG-SAF-ABA	Carry Bag	NA	EA	\$22.00	45
CUSTOMIZATION	Ballistic Vest CUSTOMIZATION	Special modifications to carrier, Rech Spec DN 6226	NA	EA	\$0.00	45
B8B-XTC-BK	B8B-XTC-BK	Ballistic Vest, Safariland ABA Legacy Xtreme XT03, Male	Level II	EA	\$575.19	45
SAF-XT03-II-M	SAF-XT03-II-M	Ballistic Vest, Safariland 2.0 Legacy Xtreme XT03-II, Male	Level II	EA	\$496.76	45
BA-2000S-XT03F	BA-2000S-XT03F	Ballistic Vest, Safariland ABA Legacy Xtreme XT03, Female	Level II	EA	\$575.19	45
SBA-XT03-II-F	SBA-XT03-II-F	Ballistic Vest, Safariland 2.0 Legacy Xtreme XT03-II, Female	Level II	EA	\$496.76	45
F1H-MA-BK	F1H-MA-BK	Carrier, M1 Concealable, Male, Black	NA	EA	\$62.75	45
ABA500	ABA500	Soft Trama Ballistic plate 5 x 8	NA	EA	\$20.92	45
SAF-SX02-II-M	SAF-SX02-II-M	Ballistic Vest, Safariland SX02-II, Male	Level II	EA	\$637.56	45
SAF-SX02F-II-FS	SAF-SX02F-II-FS	Ballistic Vest, Safariland SX02F-II, Female Structured	Level II	EA	\$637.56	45
SAF-SX02-II-FU	SAF-SX02-II-FU	Ballistic Vest, Safariland SX02F-II, Female Unstructured	Level II	EA	\$637.56	45
F1G-MA-BK	F1G-MA-BK	Carrier, Inner Concealable Heat Dispersing	Any Avaible Color	EA	\$79.70	45
E4U-MA-FR-BK	E4U-MA-FR-BK	Carrier, Outer, U1 Overt, Front Opening	Any Avaible Color	EA	\$132.83	45
F9A-MA-FR-BK	F9A-MA-FR-BK	Carrier, Outer, V1 Clean, Front or Side Opening	Any Avaible Color	EA	\$148.76	45
F1C-MA-FR-BK	F1C-MA-FR-BK	Carrier, Outer, V1, W/Pockets, Front or Side Opening	Any Avaible Color	EA	\$164.70	45
F1B-MA-FR-BK	F1B-MA-FR-BK	Carrier, Outer, V1, AWS, Front or Side Opening	Any Avaible Color	EA	\$180.64	45

Division of Purchases, 9 State House Station, Augusta, Maine 04333-0009  
Department ADA Coordinator (207) 287-4350 (voice) or (207) 287-4537 (TTY)

Division of Purchases  
Burton M Cross Bldg.  
9 State House Station  
Augusta, ME 04333-0009  
Tel. (207) 624-7340  
Fax.# (207) 287-6578

Contract Number  
MA 151016\*069

### EXTENSION OF ANNUAL CONTRACT

**Commodity Item:** Safariland Ballistic Vest and Accessories

**Contractor:** Atlantic Tactical, Inc

**Contract Period Extended To:** 10/15/18

**Extend at current contract pricing.**

**Extension Clause:** The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

**Agreement to Extend Contract:**

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 151016\*069 through October 15, 2018 with all terms, conditions remaining as shown in the original contract.

**Quarterly Report:** The Division of Purchases requires a quarterly report of sales be faxed to 207-287-6578 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.

By: (Print Name) Sean Conville, President

By: (Signature) 

E-mail Address: tom.Caruso@atlantictactical.com

Date: 09/01/2017

Dollar value the State has spent on this contract from 10/16/16 to present: \$ 102,949.09