




**STATEWIDE COOPERATIVE AGREEMENT
FOR
AMMUNITION SUPPLY
SERVICES**

| TERM: | AWARD: | ERP: |
|--|---|--|
| 5/1/2024 TO 4/30/2029 | SEE PRICING LIST ATTACHED AS EXHIBIT A | #559  |
| REVIEWED BY: TIMOTHY M/ PERRONE - COHL, STOKER & TOSKEY, PC | | |

DESTROY:
#2024-04-047 2036 4/22/24

RESOLUTION

NO: 2024-04-047

LIVINGSTON COUNTY

DATE: April 22, 2024

Resolution Authorizing an Agreement with Vance Outdoors, Inc. to Provide Ammunition Supply Services for the Livingston County Sheriff's Office – Sheriff

WHEREAS, Livingston County has determined a need to contract for a supplier to provide ammunition for the Livingston County Sheriff's Office on an as-needed basis; and

WHEREAS, the current contract is expiring; and

WHEREAS, in accordance with the County's Procurement Policy, a formal bid process was performed and the submitted proposals were evaluated; and

WHEREAS, Vance Outdoors, Inc. of Columbus, OH, submitted a proposal to provide Ammunition supply services per the proposed rates in Attachment A: Revised Pricing Proposal of RFP-LC- 24-01 for a Five (5) year term beginning May 1, 2024 to April 30, 2029; and

WHEREAS, funding for same has been allocated and approved as part of the departmental budget.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an Agreement with Vance Outdoors, Inc. to supply ammunition on an as-needed basis for a Five (5) year term commencing on May 1, 2024 to April 30, 2029.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, and future amendments for monetary and contract language adjustments related to the above as prepared by Civil Counsel.

BE IT FURTHER RESOLVED that the Board Chairperson is authorized to sign renewals options for Vance Outdoors, Inc. to provide ammunition supply needs for Livingston County Sheriff's Office as prepared by Civil Counsel upon satisfactory performance of the contract, as determined by the County Administrator.

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MOVED: J. Gross

SECONDED: F. Sample

CARRIED: Yes (8): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, N. Fiani, and J. Gross; No (0): None; Absent (1): M. Smith



LIVINGSTON COUNTY SHERIFF'S OFFICE
150 S. Highlander Way
Howell, Michigan 48843-2323

(517) 546-2400

MEMORANDUM

DATE: 3-19-24

TO: Board of Commissioners

FROM: Sheriff Michael J. Murphy

RE: Contract for Ammunition provider for the Sheriff's Office

The Livingston County Sheriff's Office has identified the need to establish a new vendor contract for the purchase of ammunition as the current contract is expiring May 1, 2024.

The RFP process was completed and only Vance Outdoor submitted a bid and was selected by the committee. RFP-LC- 24-01. Vance Outdoors is our vendor with whom the current contract has been in place since 2019. We have extensive experience with this provider and have been satisfied to this point.

Attached to the resolution are the supporting documents including the summary of the bid selection.

The Sheriff's Office is requesting that the Board of Commissioner's approve and sign the contract upon review from Civil Counsel. The proposed agreement is for a five-year contract beginning on May 1, 2024 and extending through April 30, 2029.

Thank you for your consideration and support

Sheriff Michael J. Murphy



Bid Recap For Ammunition

Lead Public Agency: Livingston County
Solicitation: RFP-LC-24-01

RFP Issued & Publicly Posted: 1/29/2024
Public Posting: Livingston County Fiscal
Services Website and BidNet

RFP Proposals Due Date: 2/29/2024

Proposals Received: 1

Livingston County received one (1) proposal in response to the Request for Proposal (RFP) referenced above. Below is a recap of the bid evaluation.

The RFP was publicly posted on two websites resulting in the bid documents being downloaded by fifteen (15) qualified companies. Even though only one (1) qualified submission was received, the Evaluation Committee believes that the process created a system of free and open competition and should be considered valid.

The response was received from Vance Outdoors Inc. Vance Outdoors Inc. provided its response within the timeframe outlined in the RFP.

The evaluation consisted of a review of the responses to the Request for Proposal Scope of Work. A review of the minimum requirements revealed that the vendors met the minimum mandatory requirements and confirmed their understanding of the Scope of Work (Section 1). The vendor was determined to be responsive and responsible after a review of the answers to the Scope of Work sections and the information provided on the requisite forms.

The Evaluation Review Committee (ERC) consisted of three members. The ERC evaluated the proposal using the following scoring criteria:

- Proposal Responses (up to 50 points)
- Company Profile (up to 10 points)
- References (up to 10 points)
- Pricing Proposal (up to 30 points)

Based on the entire evaluation process, Vance Outdoors Inc. provided a proposal that offered the best overall value to the county. It is recommended that a five-year contract be awarded to Vance Outdoors Inc. for Ammunition. Vance Outdoors Inc. will also be awarded a CoPro+ cooperative contract not to exceed five years.

COHL, STOKER & TOSKEY, P.C.
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OF COUNSEL
RICHARD D. McNULTY

May 1, 2024

Via Email Only

Ms. Carol Jonckheere
Executive Assistant/Contract Administrator
Livingston County
304 E. Grand River Avenue, Ste. 202
Howell, MI 48843

Re: Sheriff -- Ammunition Supply Services Agreement with Vance Outdoors (2024-2029)

Dear Ms. Jonckheere:

Attached is an Ammunition Supply Services Agreement to be entered into between the County on behalf of the Sheriff's Office and Vance Outdoors, Inc. (Contractor) for the purchase of ammunition on an as-needed basis, on rates as specified in the Contractor's Proposal. The five-year term of the Agreement commences on May 1, 2024, and continues through April 30, 2029, at which time it shall terminate.

The County Board of Commissioners authorized the attached Agreement in **Resolution No. 2024-04-047**.

If the attached Agreement is satisfactory, you may after printing off copies thereof, proceed to obtain the signatures necessary for execution. While obtaining the necessary signatures, ensure that the parties signing insert the date in the spaces provided on the signature pages. When the attached Agreement has been fully signed, please e-mail a copy to my office for insertion into our electronic file.

If you have any questions with regard to the attached, do not hesitate to contact me.

Sincerely,

COHL, STOKER & TOSKEY, P.C.


Timothy M. Perrone

TMP/gmk
Enclosure
cc w/o enc: Sheriff Michael Murphy
Lt. Mike Nast

STATEWIDE COOPERATIVE AGREEMENT FOR AMMUNITION SUPPLY SERVICES

THIS AGREEMENT, made and entered into this 7th day of MAY, 2024, by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), acting on behalf of the **LIVINGSTON COUNTY SHERIFF'S DEPARTMENT**, with offices at 150 S. Highlander Way, Howell, Michigan 48843 (hereinafter referred to as the "Sheriff's Department"), and **VANCE OUTDOORS, INC.**, with offices at 3723 Cleveland Ave., Columbus, Ohio 43224 (hereinafter referred to as the "Contractor").

RECITALS:

WHEREAS, the County requires ammunition and other related services for use by the Sheriff's Department; and

WHEREAS, the Contractor has submitted a proposal to the County to provide the County with the ammunition and related services that the County requires for the use of the Sheriff's Department; and

WHEREAS, the County accepts the Contractor's proposal subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. AGREEMENT PERIOD; TERMINATION. This Agreement shall commence upon the **1st day of May, 2024**, and shall continue for a period of five years, through the **30th day of April, 2029**, at which time this Agreement shall terminate.

2. PRODUCTS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR. The Contractor shall provide the Sheriff's Department with ammunition and related services as it may require for its use, on an as-needed basis. The products and services to be provided by the Contractor are more fully set forth in the RFP Scope of Services and Attachment A –Pricing Proposal, attached as Exhibit A and incorporated by reference.

3. STATEWIDE COOPERATIVE CONTRACT. . The Contractor shall cooperate with the Michigan Association of Counties CoPro+ program, and other governmental entities, to market and extend this Agreement to other municipalities and educational entities throughout the State of Michigan, enabling other government municipalities and educational entities throughout the State of Michigan to purchase the Contractor's products and services from this competitively awarded Agreement. **All pricing submitted to the County and its participating entities shall include a 2% administrative/remittance fee to be remitted to CoPro+ by the Contractor on a quarterly basis. Administrative/remittance fees will be paid against actual sales volume for each quarter. It is the Contractor's responsibility to keep all pricing up to date and on file with Livingston County and CoPro+. All price changes**

shall be presented to Livingston County for acceptance, using the same format as was accepted in the original contract.

4. COMPENSATION. The Contractor shall be compensated for the products and services provided under this Agreement in accordance with the Pricing Proposal, attached as Exhibit A.

The Contractor shall submit detailed invoices on a monthly basis to the County for products provided and services performed under this Agreement. Each bill shall be issued no later than the 5th day of each month, and set forth the products and services provided, the date provided, the charge therefore, and the total sum due and owing. Invoices shall be submitted via email to Lieutenant Nast at mnast@livgov.com, or other address as the County may require upon notice to the Contractor. The County shall pay the invoices received from the Contractor, in accordance with the County's procedure for payment of Accounts Payable.

5. COMPLIANCE WITH THE LAW. In providing the products and performing the services to be conducted under this Agreement, the Contractor and all its employees and subcontractors shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations, including but not limited to meeting all applicable licensing requirements.

6. NONDISCRIMINATION. The Contractor and all its subcontractors shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination in regards to employees and applicants for employment which include, but is not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

The Contractor and its subcontractors, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Breach of this section shall be regarded as a material breach of this Agreement.

7. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that the Contractor is an independent contractor. The County is interested only in the result to be achieved by the work to be performed by the Contractor under this Agreement, the conduct and control of the work shall rest solely with the Contractor. The Contractor, its subcontractors, and any employees of the Contractor or a subcontractor shall in no way be deemed to be and shall not hold themselves out as an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor shall be responsible for paying any vendors providing supplies which the Contractor utilizes in the performance of services under this Agreement. The Contractor shall also be responsible for paying any compensation due any persons in its employ or subcontractors for work performed under this Agreement and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments.

8. INDEMNIFICATION AND HOLD HARMLESS. The Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County, its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions, or negligence of the Contractor or any of the Contractor's employees, servants, agents, or subcontractors that may arise out of this Agreement.

The Contractor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this Agreement.

The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs, and expenses which are in excess of the sum of damages, costs, and expenses which are paid on behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

9. INSURANCE. The Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. Worker's Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent, and (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable..
- C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- D. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": Livingston County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Livingston County as additional insured, coverage afforded is considered to be primary and any other insurance Livingston County may have in effect shall be considered secondary and/or excess.
- E. Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days, ten (10) days for non-payment of premium, advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Livingston County, Attn: Fiscal Services Department, 304 E. Grand River Ave., Suite 204, Howell, MI 48843."
- F. Proof of Insurance - The Contractor shall provide to Livingston County at the time the contracts are returned by it for execution, a Certificate of Insurance as well as the required endorsements.

In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice shall be provided. If so requested, certified copies of all policies will be furnished.

- G. If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to the Livingston County at least ten (10) days prior to the expiration date.

10. WAIVERS. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege thereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

11. IRAN-LINKED BUSINESS. The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

12. AMENDMENTS. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the authorized representatives of both the County and the Contractor.

13. SUBCONTRACTING AND ASSIGNMENT. The Contractor shall not subcontract or assign its duties and/or obligations under this Agreement without the prior written consent of the County.

14. CONTRACTING WITH OTHERS. It is expressly understood and agreed that the County and the Contractor are free to contract at any time with others to perform services similar to those to be provided under this Agreement.

15. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the County, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

16. DISREGARDING TITLES. The titles of the sections set forth in this Agreement are for reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

17. COMPLETE AGREEMENT. This Agreement and the attached Exhibit contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

18. INVALID/UNENFORCEABLE PROVISIONS. If any provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that provision shall be null and void, and shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid/unenforceable provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

19. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing on behalf of the parties to this Agreement hereby certify by their signatures that they are duly authorized to sign this Agreement on behalf of the parties and that this Agreement has been authorized by the parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS INSTRUMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LIVINGSTON


BY: 
JAY DRICK - CHAIRMAN
COUNTY BOARD OF COMMISSIONERS

Dated: 5/7/2024

BY: 
MICHAEL J. MURPHY - SHERIFF

Dated: 5/7/2024

VANCE OUTDOORS, INC.

BY: 
(Signature)
Name: Douglas A. Vance
(Print or Type)
Title: President
(Print or Type)

Dated: 5/7/2024

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: TIMOTHY M. PERRONE - 5/1/2024

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LIV/Sheriff 24-005

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Attachment A – Pricing Proposal

Vendor Instructions: For purposes of proposal comparison, please complete Table 1, Table 2, and Table 3, and respond to questions 1 – 4 below.

Table 1

For Livingston County proposal comparison purposes only, please complete the table below:

| QTY in Rounds | Description of Ammunition | Brands | Item # | Extended Price | Total | Rounds/cas |
|---------------|---|------------|-----------|----------------|-------------|------------|
| 34,000 | Frontier 5.56 NATO 75 gr BTHP Match | Hornady | FR320 | \$305.27 | \$20,758.36 | 500 rds |
| 1,500 | .308 Win 168 gr A-Max TAP precision | Hornady | 80965 | \$262.05 | \$2,096.40 | 200 rds |
| 5,500 | Critical Duty .45 ACP, +P 230 grain TAP CQ Pistol | Hornady | 90925 | \$338.40 | \$3,722.40 | 500 rds |
| 3,000 | Critical Duty 9mm Luger +P 135 Grain Flexlock | Hornady | 90225 | \$275.65 | \$1,653.90 | 500 rds |
| 5,000 | 5.56 Nato 75 Grain BTPH T2 Tap | Hornady | 8126N | \$166.10 | \$4,152.50 | 200 rds |
| 500 | TAP 12 ga. 2 3/4 1 oz Foster Slug Light Magnum | Hornady | 86235 | \$151.50 | \$757.50 | 100 rds |
| 500 | TAP 12 ga. 2 3/4 8 pellet light mag 00-Buck | Hornady | 86275 | \$99.80 | \$499.00 | 100 rds |
| 1,000 | TAP SBR training 5.56 mm NATO 75 gr. BTHP | Hornady | 81292 | \$299.10 | \$598.20 | 500 rds |
| 1,000 | .223 Rem 75 gr. BTHP TAP | Hornady | 80265 | \$166.10 | \$830.50 | 200 rds |
| 1,000 | 70 gr. CX TAP Barrier 5.56 NATO | Hornady | 81265 | \$224.05 | \$1,120.25 | 200 rds |
| 500 | 308 Win Tap 165 gr CX Heavy Barrier | Hornady | 80985 | \$396.10 | \$1,188.30 | 200 rds |
| 30,000 | USA 9mm luger 115 gr. FMJ | Winchester | Q4172 | \$122.23 | \$7,333.80 | 500 rds |
| 1,000 | USA 9mm Luger 115 gr. FMJ | Winchester | USA9M MVP | \$238.90 | \$238.90 | 1,000 rds |
| 65,000 | USA .45 ACP 230 gr. FMJ | Winchester | Q4170 | \$166.11 | \$21,594.30 | 500 rds |

Please note this is an estimate of 2024 Ammunition needs for Livingston County and is not a guarantee of annual volume from Livingston County or the CoPro+ Cooperative agreement.

1. For the above Table 1: Please provide an estimated delivery after the receipt of the purchase order. What is the standard delivery timeframes for ammunitions after the receipt of the purchase order?

Response:

Current lead times range from 3 weeks to 6 months. See the attached "Qualifications and Service Plan" document for further information regarding delivery and lead times.

* Prices above are valid for the first 365 days (1-year) of the contract term (from date of contract award). See the attached "Qualifications & Service Plan" for additional comments regarding pricing.

Table 2
Ammunition Catalog Certification

Please certify whether or not your company can provide items listed below and either provide a rate offered or 'Percentage Off of List Price.' If 'Percentage Off of List Price' is selected as the preferred pricing method, please respond to question 2.

| Description of Ammunition | Brands | Item # | Yes or No? | Rate Per Case | % off List Price | Rounds per Case |
|---|------------|--------|------------|---------------|------------------|-----------------|
| .45 ACP Caliber Pistol 230 grain FMJ | Winchester | Q4170 | Yes | \$166.11 | N/A | 500 rds |
| 9MM Luger +P 135 grain FMJ | Hornady | 90225 | Yes | \$275.65 | | 500 rds |
| Frontier 5.56 NATO 75 gr BTHP | Hornady | FR320 | Yes | \$305.27 | | 500 rds |
| 5.56 Nato 75 Grain BTPH T2 Tap | Hornady | 8126N | Yes | \$166.10 | | 200 rds |
| .308 Win 168 gr A-Max TAP precision | Hornady | 80965 | Yes | \$262.05 | | 200 rds |
| 12 Gauge OO buck, Light Magnum Tap | Hornady | 86275 | Yes | \$99.80 | | 100 rds |
| 12 Gauge Slug, Light Magnum Tap | Hornady | 86235 | Yes | \$151.50 | | 100 rds |
| .45 ACP, +P 230 grain TAP CQ Pistol | Hornady | 90925 | Yes | \$338.40 | | 500 rds |
| TAP SBR training 5.56 mm NATO 75 gr. BTHP | Hornady | 81292 | Yes | \$299.10 | | 500 rds |
| .223 Rem 75 gr. BTHP TAP | Hornady | 80265 | Yes | \$166.10 | | 200 rds |
| 70 gr. CX TAP Barrier 5.56 NATO | Hornady | 81265 | Yes | \$224.05 | | 200 rds |
| 308 Win Tap 165 gr CX Heavy Barrier | Hornady | 80985 | Yes | \$396.10 | | 200 rds |
| USA 9mm luger 115 gr. FMJ | Winchester | Q4172 | Yes | \$122.23 | | 500 rds |
| USA .45 ACP 230 gr. FMJ | Winchester | Q4170 | Yes | \$166.11 | | 500 rds |

2. For the above Table 2: If the pricing method selected is 'Percentage Off of List Price', please provide the name of the index or catalog price used:

Response:

N/A

Table 3
Ammunition Catalog Certification for Alternatives for CoPro+ Program

Bidders may offer alternate manufacturers, products, and pricing in Table 3. This table will provide alternatives to CoPro+ cooperative members (local governments, school districts, colleges, and universities) per RFP Section 1.7.

In the table below, please provide alternative manufacturers and item numbers in order to offer options to CoPro+ members.

| Description of Ammunition | Manufacturer Item # | Alternative Manufacturer | Alternative Item # | Rate |
|---|---------------------|--------------------------|--------------------|--------|
| .45 ACP Caliber Pistol 230 grain FMJ | Winchester Q4170 | None | None | \$ N/A |
| 9MM Luger +P 135 grain FMJ | Hornady 90225 | | | \$ |
| Frontier 5.56 NATO 75 gr BTHP | Hornady FR320 | | | \$ |
| 5.56 Nato 75 Grain BTPH T2 Tap | Hornady 8126N | | | \$ |
| .308 Win 168 gr A-Max TAP precision | Hornady 80965 | | | \$ |
| 12 Gauge OO buck, Light Magnum Tap | Hornady 86275 | | | \$ |
| 12 Gauge Slug, Light Magnum Tap | Hornady 86235 | | | \$ |
| .45 ACP, +P 230 grain TAP CQ Pistol | Hornady 90925 | | | \$ |
| TAP SBR training 5.56 mm NATO 75 gr. BTHP | Hornady 81292 | | | \$ |
| .223 Rem 75 gr. BTHP TAP | Hornady 80265 | | | \$ |
| 70 gr. CX TAP Barrier 5.56 NATO | Hornady 81265 | | | \$ |
| 308 Win Tap 165 gr CX Heavy Barrier | Hornady 80985 | | | \$ |
| USA 9mm luger 115 gr. FMJ | Winchester Q4172 | | | \$ |
| USA .45 ACP 230 gr. FMJ | Winchester Q4170 | | | \$ |

3. Please provide a complete catalog offering for any law enforcement ammunition your company is authorized to distribute. Include list prices and percentage off list discounts offered.

Response:

N/A

4. In regard to delivery and minimum order requirements, please provide a tiered program for CoPro+ cooperative members with discounts for quantity and minimum order thresholds.

Response:

All contract items will have one price regardless of volume ordered. See attached "Qualifications & Service Plan" for information on minimum order thresholds as it relates to freight charges.



QUALIFICATIONS & SERVICE PLAN FOR RFP-LC-24-01

Organization / History / Experience (Sec 1.2 & Sec 1.6 1)

Vance Outdoors is family owned and has been in business for 86 years! We have five retail locations and over 300 employees. We also have a dedicated Law Enforcement Division that travels road salesmen and/or distributes products in Ohio, Michigan, Indiana, Kentucky, Tennessee, Massachusetts and West Virginia.

Our Law Enforcement Division distributes for many top-name brands in the industry including: Glock, S&W, Sig Sauer, Walther, Hornady Ammunition, Winchester Ammunition, Taser, Safariland Duty Gear, Safariland Body Armor, Defense Technologies, Streamlight, Surefire, Blackhawk and many more.

Jon Pollauf is your primary law enforcement account specialist. He lives in Oregon, Ohio and travels to agencies in Michigan, such as yours, to provide face-to-face service. Jon is supported by your inside account specialist – Nick Jewell. Nick is responsible for processing all your orders and helping Jon to handle all your inquiries and service requests. Their contact information is as follows:

Jon Pollauf – jpollauf@vancesle.com / 614-937-2215

Nick Jewell – njewell@vancesle.com / 614-471-0712 ext 314

Vance Outdoors has distributed law enforcement ammunition for over 20 years. As the exclusive Hornady and Winchester ammunition distributor in the State of Michigan, Vance's employees have received extensive personal factory training on their product lines – including being trained by factory personnel with regards to terminal ballistic characteristics of their products. We also hold multiple ammunition contracts for city, county and state agencies on Hornady and Winchester products in 6 states.

Specifications (Sec 1.3)

Vance Outdoors has provided pricing on all the items specified in your pricing schedule (Attachment A).

Please note that you have a spec that indicates "No ammunition cans or bulk packaging will be accepted". The Winchester USA9MMVP that you spec'd will come packaged in cases of 1,000 rounds with 10 boxes of 100 loose-packed rounds per box (bulk). Just want to make sure you are OK with that if you order it.

Delivery (Sec 1.4)

While we may from time to time be able to meet the County's desire for delivery of their ammunition products within 14 days, that is certainly not the industry norm. Ammunition delivery lead times can vary greatly for each product depending on the volume of that product, how

frequently it is produced by the manufacturer, and the impact of local / U.S. / global political and current events (e.g. – firearm legislation, election years, pandemics, wars, etc). As a result of this, we are unable to provide you with firm lead times for each item over the length of the contract term. Current lead times on these items varies between several weeks to 6 months.

Vance Outdoors does our best to inventory products in large quantities to allow us to service our customers in times of needs as best we can. Please note that – even when we have large quantities on hand – in times of extreme back-log in the ammunition industry, we have very large agencies that consume ammunition from our inventory so we can't always fulfill all our customers needs in their desired timelines. We urge all our customers to try their best to plan ahead by purchasing and accumulating a reserve of ammunition of at least 6-months to 1-years consumption so they are not impacted when ammunition becomes hard to get.

Pricing (Sec 1.4 C)

The prices in our bid include all freight charges for a free-freight drop-shipment meeting the manufacturer's minimum requirements for free freight noted in the "Shipping & Handling" section below.

The prices in our bid will be firm for all purchases made within the first 365 days (1-year) from the date of contract award. After the end of that 1-year period, Vance Outdoors will provide the County with new pricing for the next 1-year term of the contract approximately 30-days in advance of the end of the current pricing term to allow time for the County to review it. We will provide the County with a letter from each manufacturer substantiating any price changes. All price changes will be mutually agreed upon by the County and Vance Outdoors prior to taking effect. If a mutual agreement on pricing can't be reached for the upcoming term, either party may terminate the contract without penalty.

Shipping & Handling (Sec 1.4 C)

Hornady and Winchester both have different minimum requirements to obtain free freight drop-shipments from their facility. The minimum requirements for free freight drop-shipments for both manufacturers are listed below:

- Hornady – Minimum requirement of \$5,900.00 or more of Hornady products per order (any mix) may be drop-shipped freight free from the manufacturer to the County. Orders less than \$5,900.00 of Hornady products will incur actual freight costs.
- Winchester – Minimum requirement of 5 cases or more of Winchester products per order (any mix) may be drop-shipped freight free from the manufacturer to the County. Orders less than 5 cases of Winchester products will incur actual freight costs.

In situations where the lead times for free-freight drop-shipments from the manufacturer do not meet the operational needs of the County, it may be possible that Vance Outdoors has the required ammunition in one of our warehouses that could be shipped to the customer in their desired timeframe. In those instances, Vance's will be required to utilize a 3rd-party freight carrier (FedEx, R&L Carriers, etc) to ship the ammo to the County. The shipping and handling costs associated with delivering the ammunition through the 3rd party carrier will be quoted to the agency prior to the issuance of their PO. If the County chooses to have the ammunition shipped from one of Vance Outdoor's warehouses, the quoted shipping and handling cost will be invoiced to the County on top of the cost of the ammunition prices included in this bid.

Subcontractors (Sec 1.6 4)

Vance Outdoors, Inc. will not utilize any subcontractors in the fulfillment of the contract.

Statewide Cooperative Contract (Sec 1.7)

Vance Outdoors agrees to supply all contract items to any co-operative purchasing members of the Michigan Association of Counties CoPro+ Program that chooses to purchase under said contract. We also agree to remit the 2% administrative fee for all sales made under this contract. Those fees will be reported and paid to MAC/CoPro+ quarterly as required.

We appreciate the opportunity to earn your business and look forward to working with you well into the future! You may direct any questions to me by e-mail at dvance@vanceoutdoors.com or by phone at 614-471-0712 ext 315 or 614-327-7350 (cell).

Thank you,

Doug Vance
President
Vance Outdoors, Inc.