

CMS - Central Management Services Purchase Order

P.O. Date: 4/2/2025

Blanket Order Number
24-416CMS-BOSS4-P-77261
Master Contract? Y
Master Con/Ref #: 9100001952

V E N D O R	Vendor Number: V00000805 RAY O'HERRON CO., INC. 3549 N VERMILLION ST DANVILLE, IL 61834 bids@oherron.com null
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S H I P T O	Bureau of Strategic Sourcing 300 W Jefferson St, Springfield, IL 62702 US Email: il.bidbuy@illinois.gov (217) 557-5695
B I L L T O	Bureau of Strategic Sourcing 300 W Jefferson St, Springfield, IL 62702 US Email: il.bidbuy@illinois.gov (217) 557-5695

VENDOR INSTRUCTIONS:
PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES

Prior to commencement of billable work, delivery of supplies or rendering of any service on a Purchase Order:
 -Initial Purchase Order/Contract - All parties, including the State and vendor, must fully execute the contract in its entirety.
 -Release from an existing Purchase Order/Contract - The vendor must receive a Purchase Order signed by the State Agency and attached in BidBuy. Note, for any additional requirements see specific State Agency instruction.

PURCHASE ORDERS REQUIREMENTS - OTHER PURCHASING ENTITIES
 -Please see specific requirements provided by the purchasing entity.

Shipping Method: Best Way Shipping Terms: Solicitation (Bid) No.: 24-416CMS-BOSS4-B-43236 Contract Begin Date: 04/01/2025 Contract End Date: 03/31/2028	Freight Terms: Freight Prepaid Payment Terms: NA Delivery Calendar Day(s) A.R.O.: 1
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Item # 1 Class-Item 680-04 Ammunition Cartridge, Caliber: .223 Remington or equal, Bullet Type: Full Metal Jacket, Bullet Weight: 55 Grain +/-2 Grains, Muzzle Velocity: 3240-3290 FPS, Case Type: New Virgin Brass, Powder: Clean Burning, Smokeless; Non-Corrosive Primer, Water & Oil Resistant, Water & Oil Resistant Bullet Case Mouth, Packed: 20 Rounds/Box, 25 Boxes/Case, 500 Rounds/Case, Note: TS = 1,000 Rounds. Brand: Winchester, Model: W223K								
Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
0.00	\$ 437.00	TS	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

**STATE OF ILLINOIS
CONTRACT**

**Central Management Services
JPMC Ammunition
24-416CMS-BOSS4-P-77261**

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

- Yes
 No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

- Yes (IPG Certifications and Disclosures including IPG Active Registered Vendor Disclosure)
 No


1. DESCRIPTION OF SUPPLIES AND SERVICES
2. PRICING
3. TERM AND TERMINATION
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. STATE SUPPLEMENTAL PROVISIONS
6. STANDARD ILLINOIS CERTIFICATIONS
7. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST
8. CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "IPG Active Registered Vendor Disclosure (formerly called FORMS B)" (IF APPLICABLE)
9. PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page


**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Ammunition
24-416CMS-BOSS4-P-77261

VENDOR

Vendor Name: Ray O'Herron Company, Inc.	Address (City/State/Zip): 3549 N. Vermilion St., Danville, IL, 61832
Signature: 	Phone: (800) 223-2097
Printed Name: Michael O'Herron	Fax: (800) 223-2097
Title: President	Email: bids@oherron.com
Date: 12/05/2024	

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 300 West Jefferson St.	
City, State ZIP: Springfield, IL 62702	
Official Signature:  4/1/25	
Printed Name: Raven DeVaughn by David W. Thomas	
Official's Title: Director by Agency Procurement Officer	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 24-416CMS-BOSS4-R-211737
- Project Title: JPMC Ammunition
- Contract #: 24-416CMS-BOSS4-P-77261
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 24-416CMS-BOSS4-B-43236
- BidBuy / Bulletin Publication Date: 11/08/2024
- Award Code: A
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Women Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. GOAL:** To establish a Joint Purchase Master Contract (JPMC) for ammunition to be purchased on a as needed basis during the contract period.

This JPMC may be utilized by all governmental units that have a law enforcement component and as defined in Section 5 of this Contract.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

- 1.2.1. The Vendor will provide ammunition on an as-needed basis.
- 1.2.2. Each cartridge headstamp shall show manufacturer's symbol and appropriate caliber designation.
- 1.2.3. All ammunition shall conform to standards set by the Sporting Arms and Ammunition Manufacturers' Institute (SAAMI)
- 1.2.4. All cartridges listed herein shall contain new virgin brass which means that it has not been fired unless otherwise stated.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

- 1.3.1. The Vendor warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty and unless otherwise specified, full-coverage warranty for at least 12 months shall be provided, starting from the time of delivery. The warranty shall be the standard maximum coverage warranty offered that includes materials and labor with no additional charges. Any extended warranty that is effective past the expiration of the manufacturer's warranty will be passed on to the State.
- 1.3.2. If any equipment fails to conform to the warranties during the applicable warranty period, the Vendor or Manufacturer will adjust, repair, or replace the equipment at no charge to the entity as soon as possible upon notice. The equipment will be repaired on-site and at no additional cost. The Vendor may provide or perform warranty service at the nearest dealer location if on-site repair is not possible. Vendor shall facilitate pickup and delivery of the equipment at Vendor's cost if warranty repair(s) are made off-site during the warranty period. The Vendor is responsible for any failure of their allied or subcontractors' fulfillment of said warranties.

1.3.3. The Vendor shall assist the purchaser in reaching a solution in a dispute over any warranty's terms with the manufacturer.

1.3.4. The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all Governmental Units that have a law enforcement component. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

The report will be sent to the following email address:
CMS.BOSS.Sourcing@illinois.gov.

A sample of the report's format is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXXX	XXX	XXXXXXXX
2	XXXXXXXXXX	XXX	XXXXXXXX

1.4. **VENDOR / STAFF SPECIFICATIONS:** This section intentionally left blank.

1.5. **TRANSPORTATION AND DELIVERY:**

1.5.1. Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any governmental unit that has a law enforcement component location within the State of Illinois. Delivery locations will be identified on individual orders. Vendor shall coordinate delivery location requirements with ordering entity prior to shipment. The minimum order is 3 cases for FOB destination. For any order less than the minimum of 3 cases, the additional freight charge will be added to the invoice as a separate line item and a copy of the freight bill will be submitted with the invoice for payment.

1.5.2. Packing lists showing order number provided to Vendor must be furnished with each shipment and must be shown on the outside of each shipping container along with the Vendor name.

1.5.3. Deliveries made to State Agencies will be delivered between 9:00 AM and 3:00 PM (Monday through Friday), excluding State holidays, unless pre-approved by the ordering entity.

1.5.4. There is no guarantee of quantities for actual orders or usage. Vendor shall furnish all requirements for the Contract period.

1.5.5. If Vendor is unable, or anticipates that it will not be able, to fulfill an order in accordance with the requirements of the Contract, Vendor will submit a request to delay order fulfillment to the ordering entity in writing within 72 hours of receipt of the applicable order and will include in such request its best estimate of the duration of the delay and the reasons for the delay. At the ordering entity's discretion, the entity may choose to approve the delay or be relieved from its obligations to purchase any quantities of supplies or equipment in such order and may cancel such quantities effective upon notice to the Vendor. The ordering entity may elect to pursue alternative sources to fulfill the obligations of the canceled order. Vendor shall, at its own cost, use commercially reasonable efforts to remedy any shortage of supply and resume meeting the requirements of the Contract as soon as possible.

1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? Yes No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than \$50,000 must include Illinois Standard Certifications completed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

- Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. If the annual value of any the subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

Yes No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Ray O'Herron Company, Inc. 3549 N. Vermilion St., Danville, IL 61832

Value of services performed at this location: 100%

- Location where services will be performed: N/A

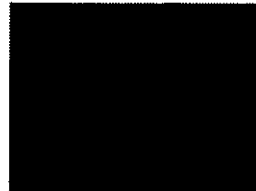
Value of services performed at this location: N/A

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the line items on BidBuy, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Intentionally left blank



02/25/2025

3/5/25

2.1.3 Intentionally left blank

02/25/2025

3/5/25

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: Pricing is in the Items Tab in BidBuy.

Economic Adjustment Clause

2.5.1 The prices in this Contract must remain firm for the first year after the execution date of the Contract. Thereafter, one upward price adjustment may be applied no more frequently than once during any given twelve (12) month period.

2.5.2 All adjustment requests shall be made in writing. Vendor shall not be entitled to apply an upward price adjustment without first obtaining approval of such request from the Department of Central Management Services Bureau of Strategic Sourcing (BOSS).

2.5.3 In the event a downward adjustment is warranted, the State reserves the right to adjust once during any given twelve (12) month period for this decrease. It will be the responsibility of the vendor to notify BOSS of any such decrease.

2.5.4 Maximum allowable adjustments shall be governed by the U.S. Bureau of Labor Statistics Producer Price Index (PPI) item number:

WPU1085 Ammunition, Except for Small Arms

The base PPI published index will be determined by the month of the bid opening date. If the bid opening date occurs in May, then the base PPI will be May's published index.

The published PPI index at the time of requested adjustment will be determined by the month and day the adjustment was submitted to BOSS regardless of whether it is a preliminary or final index publication.

- 2.5.5 No further adjustments will be made once the maximum allowable adjustment has been calculated for the given 12 months.

The maximum allowable adjustment shall be calculated as follows:

$$\text{Maximum Allowable Price} = A / B * C$$

A = Bid Price

B = Base PPI index (defined by time of bid opening)

C = Published PPI index at time of requested adjustment

The U.S. Bureau of Labor Statistics web site can be located at [HTTP://WWW.BLS.GOV/PPI](http://www.bls.gov/ppi).

- 2.5.6 Should the referenced producer price index (PPI) become discontinued during the contract, it will be replaced by an appropriate alternative PPI chosen by CMS and all adjustments will be calculated based on the same methodology as outlined above, but with data from the new replacement index.
- 2.5.7 Requested adjustments shall include the contract number, item number, line number, bid price and requested price adjustment.
- 2.5.8 In all cases, the contractor must file a claim in writing for such adjustment prior to the delivery of goods. In any event, the claim for such adjustment will not apply to release orders provided prior to the date the BOSS approved the economic adjustment request.
- 2.5.9 If the contractor has unresolved complaints filed against it for non-delivery of or poor-quality service, its request may be denied until such time as all past complaints are resolved to the satisfaction of the State.
- 2.5.10 For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

- 2.6 **MAXIMUM AMOUNT:** This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has a term of three (3) years commencing upon the last dated signature of the Parties.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

The State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.2 RENEWAL: N/A

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.