

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201**

CONTRACT AMENDMENT COVERPAGE

TO: AmChar Wholesale, Inc. 100 Airpark Drive Rochester, NY 14624	ORIGINAL DATE ISSUED: January 15, 2019
	CONTRACT NO: 19-083-ITB-1
	CONTRACT TITLE: Glock Pistols, Parts, Accessories, and Trade-in
	AMENDMENT NO: 1

THIS IS A NOTICE OF CONTRACT RENEWAL AND AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The Contract Documents consist of the terms and conditions of Arlington County Agreement No. 19-083-ITB-1, including any exhibits, attachment, or amendments thereto.

EFFECTIVE DATE: 12/30/2021

EXPIRES: February 1, 2023

RENEWALS: One (1), One (1) Year Renewal Option Remaining from February 2, 2023 TO February 1, 2024

COMMODITY CODE(S): 68052

ATTACHMENTS:

Amendment No. 1

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Sharon Ekiert

EMAIL ADDRESS: sharon@amchar.com

VENDOR TEL. NO.: (585) 328-3951 Ext. 119

COUNTY CONTACT: Igor Scherbakov, Pol – Systems Management Division

COUNTY CONTACT EMAIL: jscherbakov@arlingtonva.us

COUNTY TEL. NO.: (703) 228-1713

PURCHASING DIVISION AUTHORIZATION

Tomeka Price Title: **Procurement Officer** Date: 12/30/2021



**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 19-083-ITB-1
AMENDMENT NUMBER 1**

This Amendment Number 1 (“Amendment”) is made on 12/30/2021 by the County and amends Agreement Number 19-083-ITB-1 dated January 24, 2019 (“Main Agreement”) between **AmChar Wholesale Inc.** and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

1. **Contract Renewal:** Per clause 4. Contract Term, this Contract is hereby renewed second subsequent contract term beginning February 2, 2022 through February 1, 2023.
2. **Replace:** The Glock Gen5 – pistols are hereby replaced with Glock Gen5 – pistols with trigger front serrations in accordance with the attached Exhibit A.
3. **Contract Documents:** The following Contract Document is hereby **Changed:**

Attachment A – Bid Awarded Pricing and the Original Bid Form for Invitation to Bid No 19-083-ITB dated 12/18/18 to **Exhibit A –Pricing Schedule.**
4. **Audit** is hereby deleted in its entirety and changed to read:

32. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County’s funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor’s expense. Should the County’s examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County’s request, reimburse the County for the overcharges and for the reasonable costs of the County’s examination, including, but not limited to, the services of external audit firm and attorney’s fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County’s funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days’ notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

5. **Notices** is hereby deleted in its entirety and changed to read:

46. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Sharon Ekiert, Law Enforcement Dropship Representative
AmChar Wholesale, Inc.
100 Airpark Drive
Rochester, New York 14624
Email: sharon@amchar.com

AND

Bill Hackett, Director of Law Enforcement Sales
AmChar Wholesale, Inc.
100 Airpark Drive
Rochester, New York 14624
Email: bill@amchar.com

TO THE COUNTY:

Igor Scherbakov, Project Officer
POL – Systems Management Division
1425 N. Courthouse Rd, 7th floor
Arlington, Virginia 22201
ischerbakov@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia

2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

- 6. **Incorporation of Sexual Harassment Policy** is hereby added to the Contract Terms and Conditions.

49. SEXUAL HARRASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

- 7. **Incorporation of COVID-19 Vaccination Policy For Contractors** is hereby added to the Contract Terms and Conditions.

50. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, must be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

Attachment A is hereby deleted in its entirety and replaced with **Exhibit A, Pricing Schedule**. Pricing will be in accordance to **Exhibit A, Pricing Schedule**. Section 1 Total Extension Price is hereby changed from \$130,224.00 to \$68,539.50, a decrease of **(\$61,684.50)**.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AMCHAR WHOLESALE, INC.

AUTHORIZED DocuSigned by:
SIGNATURE: Tomeka D. Price
5950D4E0ACC0472...

AUTHORIZED DocuSigned by:
SIGNATURE: Sharon Ekiert
E7EDEB49FB54453...

NAME: TOMEKA D. PRICE
TITLE: PROCUREMENT OFFICER
DATE: 12/30/2021

NAME: Sharon Ekiert
TITLE: L/E Clerk
DATE: 12/28/2021

EXHIBIT A - PRICING SCHEDULE**Section 1: GLOCK Gen5 - Pistols, Parts, Accessories, and Trade-In**

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Total Extension Price
Glock Pistols					
1	GLOGLAWPA175S702MOS GLOCK G17 GEN 5 HGA 9MM 4.49 IN BBL GNS BLACK 3 17RD MAGS 5 LB TRIGGER FRONT SERRATIONS MOS	50	Each	\$481.00	\$24,050.00
2	GLOGLAWPA175S202MOS GLOCK 17 G17 GEN 5 HGA 9MM 4.49 IN BBL FS BLACK 3 17RD MAGS 5LB TRIGGER FRONT SERRATIONS MOS	200	Each	\$429.00	\$85,800.00
3	GLOGLAWPA195S702MOS GLOCK 19 G19 GEN 5 HGA 9MM 4.0 IN BBL GNS BLACK 1 @ 15RD AND 2 @ 17 RD MAGS 5LB TRIGGER FRONT SERRATIONS MOS	50	Each	\$481.00	\$24,050.00
4	GLOGLAWPA195S202MOS GLOCK 19 G19 GEN 5 HGA 9MM 4.0 IN BBL FS BLACK 1 @ 15RD AND 2 @ 17 RD MAGS 5LB TRIGGER FRONT SERRATIONS MOS	100	Each	\$429.00	\$42,900.00
5	GLOGLAWUA265S702 GLOCK 26 G26 GEN 5 HGA 9MM 3.5 IN BBL GNS 5LB 3 10RD MAGSFRONT SERRATIONS	2	Each	\$409.00	\$818.00
6	GLOGLAWUA175ST702 GLOCK 17 US G17-T GEN 5 TRAINING GUN HGA 9MM 4.49IN 5LB GNS 5LB 3 17RD FX FRONT SERRATIONS	10	Each	\$506.00	\$5,060.00
7	GLOGLAWUA195ST702 GLOCK 19 G19-T GEN 5 TRAINING GUN HGA 9MM 4.0IN 5LB GNS 5LB 3 17RD FX FRONT SERRATIONS	10	Each	\$506.00	\$5,060.00
Magazines and Parts					
8	Glock (Gen5 9mm) GLOM39328 GLOCK MAGAZINE 9MM 17RD G17 GEN 5 ORANGE FOLLOWER BULK	750	Each	\$19.99	\$14,992.50
9	Glock (Gen5 9mm) GLOM39231 GLOCK MAGAZINE 9MM 15RD G19 GEN 5 ORANGE FOLLOWER BULK	100	Each	\$19.99	\$1,999.00
10	GLO33324 Glock Parts Dummy Rounds 9MM 50/pk	6	Each	\$20.00	\$120.00

11	GLO39928 GLOCK PARTS NIGHT SIGHT SET 6.5MM FITS STANDARD 9MM/40/357 PACKAGED	20	Each	\$67.00	\$1,340.00
TRADE-IN (Amounts for 9-12 should be a negative number to reflect a credit)					
12	NEW GLOCK G17 or GLOCK 19 (any configuration)	35	Each	(\$350.00)	(\$12,250.00)
13	USED GLOCK G17 or GLOCK 19 (any configuration)	418	Each	(\$300.00)	(\$125,400.00)
		SECTION 1 TOTAL:		<u>\$2,717.98</u>	<u>\$68,539.50</u>

Delivery Terms

Delivery: 90 days After Receipt of Order (ARO)

Section 3 - Other Discounts

Item No.	Other Discounts by Manufacturer	% Discount
17	N/A	
18		
19		
20		

Catalog / Website: _____

0% for payment within 0 days/net 45 days**Section 4 - Officer's Buy Back Optional Cost**

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Price
Officers' Buy Back Optional Cost				
21	Glock Model G23 (Gen3, .40cal), Glock Night Sights, (3) 13-round magazines	177	Each	\$350.00
22	Glock Model G23 (Gen4, .40cal), Glock Night Sights, (3) 13-round magazines	140	Each	\$350.00
23	Glock Model G22 (Gen4, .40cal), Glock Night Sights, (3) 15-round magazines	140	Each	\$345.00
24	Glock Model G27 (Gen3, .40cal), Glock Night Sights, (2) 9-round magazines	25	Each	\$345.00